

charles SCHWAB *field* OMAHA

FACILITY RULES & REGULATIONS

GENERAL POLICY STATEMENT

It is the responsibility of the Metropolitan Entertainment & Convention Authority (MECA) to operate Charles Schwab Field Omaha (the "Facility") in a sound business manner in an effort to maximize both social and economic benefit to the community, and financial stability of the Facilities. MECA will promote, solicit, develop, and make reservations for any activity deemed appropriate to the Facilities' objectives, and to qualify all activities requesting utilization of the Facilities. All specific policies, procedures, rules and regulations will be conditioned on, and subject to, these overriding considerations. MECA reserves the right to add to, modify, delete, or otherwise change these policies and procedures from time to time. Such changes will become effective immediately upon their issuance by MECA Management. MECA will make these updated policies and procedures reasonably available and accessible. Licensees may obtain updated versions, upon request, at any time.

1. ALCOHOLIC BEVERAGES

- a) Bringing alcoholic beverages into the Facility, and on the surrounding property, is prohibited other than through MECA's exclusive Catering and Concession Operators.
- b) MECA reserves the right to confiscate any outside alcoholic beverages brought into the facility for consumption.
- c) MECA reserves the right, at its sole discretion, to suspend alcoholic beverage sales at any time during a licensed event.
- d) Intoxicated patrons will not be admitted into the Facility at any time and are subject to ejection.
- e) Patrons may not exit the Facility with alcoholic beverages.

2. AMERICANS WITH DISABILITIES ACT

- a) The Facility is a *public facility* and is subject to Title II of the Americans with Disabilities Act (ADA). The Facility is accessible to disabled patrons as required by the ADA and applicable regulations.
- b) The Licensee is responsible for making aisles, displays, meetings, etc., accessible to qualified individuals with a disability attending the event with respect to setup, paths of travel, and other aspects of the event within the Licensee's control.
- c) The Licensee must include a notice in the Licensee's event advertising, and/or publicity releases, stating that disabled patrons should notify the Licensee and

MECA at least one week prior to the Licensee's event should a reasonable accommodation be needed.

- d) MECA will use its best efforts to assist the Licensee in identifying local providers of temporary auxiliary aids and services, although the Licensee will remain ultimately responsible for identifying and contracting with such providers.
- e) If the Licensee fails to arrange for a reasonably requested temporary auxiliary aid or service, MECA management shall have the right, but not the obligation, to provide or arrange for such temporary auxiliary aid or service and the Licensee must reimburse MECA the cost of providing and arranging for such temporary auxiliary aid or service as determined by MECA.

3. ANIMALS OR PETS

- a) Except for service animals and animals used as part of a MECA approved exhibit or activity, no animals or pets are permitted in the Facility.
- b) Approved animals in the Facility must be on a leash, in a pen or under similar control. The Licensee assumes full responsibility for any approved animal.
- c) Any additional cleaning required within the Facility or the surrounding areas due to an animal exhibit will be at the expense of the Licensee.

4. AUDIO / VISUAL

The Facility provides a preferred audio/visual contractor for audio/visual equipment and operator needs. Audio/visual equipment rates are available upon request.

The video board at the Facility will be shut down for the winter months. Unless approved by the Facility, the video board will not be available during that time.

5. CAMERAS AND RECORDING DEVICES

The permitted use of cameras for still photography varies by event. Professional audio and video recording devices are not permitted into the Facility with the exception of approved media and/or prior approval by management.

6. CASH-FREE VENUE

The Facility is a cash-free venue. All ticketing, concessions, bars and retail locations require the use of debit, credit or prepaid cards. The Facility is equipped with cash-to-card kiosks to convert cash to a prepaid VISA card that can be used anywhere VISA is accepted (inside and outside the Facility.)

7. CARRY IN ITEMS

The following items are not permitted into the facility.

- a) Bottles or cans
- b) Outside food or drink (20 oz. or smaller clear plastic bottles will be allowed for water)
- c) Food or drink coolers

- d) Large bags or back packs
- e) Frisbees or beach balls
- f) Large umbrellas
- g) Laser pointers
- h) Noise making devices of any kind (i.e. bells, whistles, horns, etc.)
- i) Fireworks
- j) Illegal drugs and alcohol
- k) Weapons of any kind, including lawfully concealed firearms
- l) Signs or banners without the prior approval of MECA
- m) Hover boards
- n) Drones
- o) Selfie sticks
- p) Any item deemed to challenge public safety

8. CBD (CANNABIDIOL)

Cannabidiol brought into the Facility for sale or distribution must adhere to Nebraska statutes. Neb. Rev. Stat. Ann § 28-463 sets that limit as not more than .3% (three-tenths of one percent) tetrahydrocannabinols (THC) by weight. Product must be in the form of a liquid or solid dosage.

9. CLUB/SUITE LEVEL POLICIES

- a) All premium seat holders and their guests must have a ticket for admittance to the club/suite level.
- b) No premium seat holder has the authority to bring guests onto the club/suite level without a ticket.
- c) Premium seat holders are responsible for the actions of their guests.
- d) Premium seat holders and their guests over the age of 21 must have a wristband to purchase and/or consume alcohol.

10. CONCESSIONS, CATERING AND MERCHANDISE

MECA's recognized Catering and Concession Operators shall be the exclusive provider of food and beverage service in the Facility and on the surrounding property, including but not limited to parking Lot C. MECA's Catering and Concession Operators shall retain all revenues received. Any deviation from these exclusive services must be approved in writing by MECA management.

Food and beverage service includes, but is not limited to, the sale of beverages (alcoholic or otherwise), food items and non-event related souvenirs, programs, and novelties.

The Licensee will not be allowed to sell, give away, or distribute samples of any food or

beverage items without written permission from the Catering and Concession Operators. Upon agreement of both parties, the Catering and Concession Operators shall issue a Sample Food and Beverage Authorization Agreement. If an agreement is issued and the approved location for the sampling is within a carpeted area of the Facility, the Licensee is responsible for ensuring that the Facility carpet is protected (for example, by plastic or remnant carpet under the vendor). Additionally, Licensee is responsible for ensuring that all cooking devices meet the regulations outlined below in the HAZARDOUS MATERIALS section.

The Licensee will not be allowed to sell the rights for food and beverage service or authorize samples within the Facility to a third party without the prior written permission from the Catering and Concession Operators. Food and beverage service includes the sale or sampling of any food or beverage items that, by their nature, lend themselves to consumption on property. If such sales or sampling by a third party is approved, such third party will be required to sign an agreement with the Catering and Concession Operators and provide the required insurance coverage no later than thirty (30) days prior to the start of the event.

No food or beverage will be allowed to be brought into the Facility by any individuals, including attendees, participants, exhibitors, or employees, subcontractors, or representatives of Licensee, without written permission from MECA.

11. ELEVATORS

- a) All equipment shall be transported utilizing the freight elevator. (10,000 lbs. maximum)
- b) Under no circumstances are public passenger elevators to be used for transporting equipment or exhibit materials.

12. EQUIPMENT RENTAL

- a) Rental equipment and rates are available upon request.
- b) All MECA equipment will be operated and set up by authorized MECA personnel.
- c) Tables, chairs, risers, etc., in excess of rental agreement will be made available at applicable rates and inventory limits.
- d) A labor charge will be assessed for any room or area changeover after the initial room or area setup.

13. EVENT PERSONNEL

- a) All event personnel, such as teams, event and services contractor staff, temporary help, and other workers affiliated with an event held within the Facility must enter and exit by way of the security entrance or by way of the MECA designated "event entrance".
- b) All event personnel working in the Facility must display MECA-approved identifying credentials or badge.
- c) Restricted areas of the Facility labeled "Authorized Personnel Only" are restricted

to all persons except those authorized by MECA.

- d) Event managers and service contractors are responsible for the conduct of their personnel and subcontractors and for any damages caused by such personnel while in the Facility. Loud or profane language and disorderly conduct is not permitted at any time. MECA reserves the right, at its sole discretion, to remove individuals who create a nuisance or violate established policies or procedures.

14. EXCLUSIVE SERVICES

MECA will be the exclusive provider of the following services within the Facility. Rates for exclusive services and labor are available upon request.

- Food and beverage
- Telecommunications service (telephone, internet, etc.)
- Event staff (ushers, badge checkers, crowd managers, uniformed police officers, ticket sellers, ticket takers, grounds crew, score/video board)
- Utility services, including electric, telephone, internet, water and HVAC)
- Maintenance (for the set-up/tear-down of MECA equipment and general facility housekeeping)
- Medical/first aid
- Rigging services
- Parking/Stagehands (see your Event Coordinator regarding stagehand needs.)

15. EXTERIOR DOORS

Under no circumstances may exterior door(s) be propped open or altered in any way.

16. FIRE and SAFETY REGULATIONS

- a) Event plans must be submitted to MECA for review in accordance with the date set forth in Exhibit A of the License Agreement. MECA will have them approved by the City of Omaha Fire Inspections Department, if applicable.
- b) All Event plans must have the following information clearly indicated:
 - Name and date(s) of event
 - Name of area(s) to be used
 - Location of all exits
 - Location and dimensions of entrance headers or kiosks
- c) Guidelines for acceptable event plans are as follows:
 - All fire hoses and extinguisher cabinets must be visible at all times
 - All electrical panels must be accessible at all times
 - All permanent concession stand areas on the concourse must have a minimum 30' x 25' clearance at all times
 - All points of ingress and egress must have a minimum of twenty (20) feet clear space on all sides
- d) No portion of the sidewalks, entries, passageways, doors, aisles, elevators,

vestibules, or ways of access to the public utilities of the Facility will be permitted to be obstructed or used for any purpose other than ingress and egress, nor will any windows, ventilators, or lighting fixtures be obstructed.

- e) The use of public areas (lobbies, hallways, etc.) for event activities or displays must be approved by MECA. If approved, floor plans for those areas must be submitted for review in accordance with the date set forth in Exhibit A of the License Agreement.
- f) MECA personnel will review the proposed plan for general conformance to the License Agreement and the Facility Rules and Regulations. Licensee will provide any additional planning information MECA requests for its review of plans. MECA may be required to make changes in Licensee's proposed plans to attain the safe and orderly operation of the Facility, compliance with the License Agreement and the Facility Rules and Regulations, and coordination of the use of common areas by Licensee and other users. The Licensee may not make material changes to its proposed plans submitted to MECA without MECA's prior written consent. The Licensee shall conduct its event in the Facility in substantial compliance with the plans approved by MECA.

17. FIREARMS AND WEAPONS

MECA prohibits all weapons and objects resembling weapons from being brought into the Facility. MECA may prohibit admittance, or require removal, of a person possessing any type of weapon, fake weapon, or object resembling a weapon. This includes but is not limited to handguns, rifles, knives, straight edge razors, brass knuckles, swords, dangerous ordnance, Tasers, and all other categories of weapons, whether such items are real or replica weapons. This includes permit holders possessing or carrying lawfully concealed weapons in or around the Facility. Weapons cannot be checked into Security or Guest Services.

Unless authorized by law, violation of this prohibition is a criminal offense.

The sole exception to this policy is the display of such weapons or objects resembling weapons within an exhibit. In those occasions, MECA's written approval is required 30 days prior to the event.

18. FOUL BALLS/HOME RUN BALLS

Guests are welcome to keep any foul ball or home run ball hit into the stands as long as they do not interfere with the safety and comfort of others. Fans are prohibited from throwing any object onto the field or interfering with the ball in play; offenders will face immediate ejection from Charles Schwab Field Omaha. Guests should stay alert at all times for bats and balls that could land in the seating areas.

19. FREIGHT OR SHIPMENT OF MATERIALS

- a) MECA will not accept any freight shipments prior to the License Agreement move-in/setup date(s), unless approved in writing by MECA. If any freight arrives at MECA managed facilities prior to the event move-in day the shipment may be refused or transferred to MECA's preferred shipping company and the shipper will incur storage and delivery fees at their standard charge rates. Contact information for

package(s) must be clearly labeled on the exterior of the package(s) as follows:

Charles Schwab Field
Omaha

Name of event, date of event

Phone Number

c/o Name of Event Manager, Licensee, Service Contractor

1200 Mike Fahey Street

Omaha, NE 68102

If this information is not clearly visible, the package(s) may be refused rather than transferred to MECA's preferred shipping company, even if the package(s) has arrived within the dates of the License Agreement.

- b) To avoid potential shipment refusal, prior arrangements are to be made with a service contractor or drayage company to handle freight requirements. Anyfreight arriving at MECA managed facilities on the event move-in day without a service contractor or drayage company specified will be handled by MECA's preferred in-house shipping company. The shipper will incur handling fees at their standard charge rates.
- c) All materials, equipment or freight, sent to a MECA managed facility during contracted move-in must be clearly marked to indicate the intended receiver and the name of the event.
- d) Registration materials, handout literature, or event-related equipment should be directed to the attention of the event manager or the official service contractor
- e) MECA will not accept C.O.D. deliveries.
- f) All materials, equipment and/or freight are to be delivered and removed at the loading dock or event-related entrance, as designated by MECA.

20. GRATUITIES

MECA prohibits its employees from accepting gifts, gratuities, or other favors from parties doing business with MECA. The Licensee and its exhibitors should be aware of this rule and refrain from any such activities.

21. HAZARDOUS MATERIALS

- a) Before, during, and after the Licensee's event, the Licensee must handle, transport, remove, and dispose of all hazardous materials (including, but not limited to, open flames, gasoline, hazardous waste, medical waste, hazardous, toxic, and/or regulated substances) in a safe, proper, and lawful manner.
- b) The Licensee must notify MECA at least 90 days prior to the first day of the License Period if the Licensee or one of its service contractors intends to bring hazardous materials in, on, or about the Facility during the License Period. The Licensee must also provide to MECA a copy of the applicable Material Safety Data Sheet (MSDS) for such hazardous material. MECA may also require the Licensee to

- implement a plan for handling any releases or threats of release of such hazardous material in, on, under, or about the Facility.
- c) MECA and the City of Omaha Fire Inspections Office must approve the use of any hazardous materials. Examples of these include welding materials, lasers, natural gas, combustible materials and all heat sources. Liquid propane is not allowed in the Facility. Appropriate safety shields and/or other protection must be utilized in all cases where sparks, etc. could cause injury to bystanders. Material-specific fire extinguishers must be present for all hazardous materials.
 - d) All required permits and related fees are the responsibility of the Licensee to obtain by working with their MECA Event Coordinator.

22. INFORMATION TECHNOLOGY SERVICES

- Telephone Service
 - i. All lines provide for unlimited local calling.
 - ii. Domestic (US) long distance calls will be billed at the prevailing per minute rate. International calling is available by contacting the MECA Information Technology Department unless otherwise negotiated. International calls will also be billed at the prevailing per minute rate.
 - iii. A non-refundable deposit will be required in advance for long distance access.
 - iv. MECA is not responsible for incompatibility issues with customer or third party equipment.
- Internet Service
 - i. Due to the shared nature of the Facility's broadband internet service, MECA will not be responsible for the security or loss of data, nor does MECA provide any kind of Anti-Virus solution on a private or shared network/VLAN. Private connections such as VLANs are available and listed on the order form.
 - ii. An Intrusion Detection System (IDS) is utilized to monitor the Facility's network. Anyone found attempting to gain access to unauthorized network resources will be disconnected immediately and subject to removal from the building.
 - iii. Wireless networks are strictly forbidden without the express written permission of MECA. If an unauthorized wireless network is found, MECA reserves the right to disconnect the device in order to prevent service disruption to customers utilizing the facility.
 - iv. MECA is not responsible for incompatibility issues with customer or third party equipment.
 - v. High-Speed Internet connectivity provided at the Facility includes web browsing and internet e-mail. Other services (i.e. VPN, Video/Audio Conferencing, Corporate E-Mail access, etc.) must be requested, configured and tested at least two (2) business days prior to the date that the event moves in. Please contact the Information Technology

Department with any questions or to request additional services.

23. INSURANCE REQUIREMENTS

For all events, Licensees shall provide and maintain in full force and effect, insurance coverage, as listed in the License Agreement. A Certificate of Insurance must be received no later than 14 days prior to the first day of move-in.

24. KEYS AND LOCK CHANGES

- a) Requests for keys or lock changes should be made through the Event Coordinator. All keys must be returned on the final day of the event/move-out.
- b) The number of keys issued, number of lock changes and locks eligible for change are the sole discretion of MECA.
- c) Under no circumstances are keys to be duplicated.
- d) A fee will be charged for lock changes and unreturned keys.

25. LOADING DOCKS

Loading dock bays or areas will be allocated according to event need. MECA personnel assigned to your event will determine assigned space.

26. MOTORIZED EQUIPMENT AND VEHICLES

- a) Authorized MECA personnel will operate all MECA equipment. No persons may authorize the use or transportation of any equipment, furnishing, or other article which is the inventoried property of MECA, for any group, organization, or party of any description or type whatever, to any place or places outside the immediate confines of the Facility.
- b) Service contracts are required to provide all equipment needed for the handling of freight.
- c) The Licensee or Licensee's service contractor is required to ensure that all equipment operated in the Facilities does not drip oil or any other staining solutions. Any vehicle that drips oil or staining solutions will be removed immediately from the Facility.
- d) The Licensee will be charged for any and all costs incurred for cleaning or removing stains.
- e) No one, other than designated persons of the official service contractor(s) for the Licensee's event, are authorized to operate any motorized cart, lift equipment, etc., of such service contractor outside the facility. All motorized vehicles inside the Facility must be operated by MECA personnel or MECA's authorized subcontractors.
- f) Any person(s) operating motorized equipment must have a valid driver's license.
- g) Licensee will be charged for any and all costs incurred for cleaning and/or repairs due to damages caused by the Licensee's staff, Licensee's service contractors, and/or vendor's equipment being operated within the Facility and on the MECA

grounds (including loading docks and parking lots). Licensee shall reimburse MECA for any replacement costs of property that is damage beyond repair.

- h) Under no circumstances are motorized vehicles to be operated in the Facility without written approval from MECA Management.
- i) Service contractors are required to provide all equipment needed for the handling of freight unless other arrangements have been made with MECA to assist in the handling of freight.
- j) Use of hover boards, Segways and drones is prohibited in the Facility unless approved by MECA prior to the event.

27. NO SMOKING POLICY

Charles Schwab Field Omaha is a smoke-free facility, including but not limited to, electronic cigarettes. Any person who refuses to comply with the policy shall be subject to ejection from the Facility. Outside smoking areas are located outside of any gate. Smokers must stay 20 feet away from the gate entrance.

28. OBJECTIONABLE CONDUCT

Any team member, school representative, invitee, or other person whose conduct is objectionable, disorderly or disruptive to the use of the Facility, as determined by MECA in its sole discretion, may be refused entrance or may be ejected from the Facility.

29. PYROTECHNICS

No pyrotechnics shall be used unless a proper permit is obtained from the Omaha Fire Department, and written authorization from MECA management is obtained. The Licensee may incur an additional cleaning charge.

30. PROJECTILES

Throwing of projectiles inside the Facility will not be tolerated. Offenders are subject to ejection from the Facility.

31. PROHIBITED AREAS

Fans are not allowed on the field without the proper credential at any time while in the Facility. If a fan is on the field, they will be arrested, ejected from the Facility, and charged to the fullest extent of the law.

Guests for a private event shall enter through the designated area and be in the space rented for the event. Any guest that is found within an area not being used for the event as determined by MECA in its sole discretion, may be refused entrance or may be ejected from the Facility.

32. RIGGING

All rigging within the Facility must be approved in advance by MECA. A plan showing location, weight, and intent of rigging must be provided.

33. SEARCH AND SEIZURE

To ensure a safe environment for all patrons, all packages brought into the Facility are subject to search and seizure.

34. SPECIAL DECORATIONS, SIGNS AND THEMED MATERIALS

- a) The location and method of installation of any special decorations or signs must be approved by MECA prior to installation.
- b) All special decorations or signs left in the Facility at the conclusion of an event will be considered refuse. All special decorations or signs that the Licensee wants to save must be removed at the conclusion of the event unless arrangements have been made with MECA.
- c) Under no circumstances are adhesive-backed decals to be given away or permitted to be used in the Facility. Any costs incurred by MECA because of the use or removal of these items will be charged to the Licensee.
- d) Use of glitter, confetti or streamers must be approved in advance by MECA. If approved, Licensee will be charged for any extra cleaning required due to use of such decorations.
- e) Banners or signage may not be attached to the exterior of the Facility. Hanging of any interior banners must be approved by MECA management.
- f) MECA personnel will operate the marquee and parking lot displays. MECA will have final approval of all marquee messages. Any expenses incurred will be invoiced to the Licensee.
- g) Game themed activities may require precautionary measures to protect the Facility and its patrons.

35. TAPE / ADHESIVE-BACKED MATERIAL

- a) Tape and adhesive-backed materials are not allowed on the Facility's carpeted surfaces without prior approval by MECA.
- b) Use of tape on any wall surface, glass, or equipment is prohibited (including but not limited to podiums, staging, tables, and chairs).
- c) If MECA approval is obtained, the Licensee and Licensee's service contractor(s) are responsible for the removal of all tape and tape residue from any surface area, including but not limited to the floor, wall surfaces, glass and service equipment. If the Licensee fails to remove tape and tape residue, the Licensee shall reimburse MECA for the costs incurred to remove such tape or residue. If any residue is unable to be removed, Licensee shall reimburse MECA for any replacement costs of damaged property.

36. TICKETS / GENERAL ADMISSION / RE-ENTRY

- a) The box office is located on 13th & Mike Fahey St. and will open at 10:00 AM on event days.
- b) Everyone 2 years and older must have a ticket for entry.
- c) Reserved seat tickets for the College World Series will be accepted at all gates.
- d) General admission tickets for the College World Series will only be accepted at Gates 3 and 4.
- e) Re-entry is not allowed except during the College World Series and then only for RESERVED seat tickets. Re-entry for such tickets is limited to Gates 2 and 3. NO RE-ENTRY is allowed for general admission tickets.

37. PARKING LOT GUIDELINES

- a) Parking is on a first-come, first-served basis in designated lots.
- b) Tailgating is permitted in all MECA controlled parking lots. Tailgate festivities cannot extend into additional parking spaces.
- c) Holding or saving parking spaces is not permitted.
- d) Drive lanes in the parking lots must be kept clear at all times.
- e) Overnight parking is not allowed in any MECA controlled parking lot.
- f) ADA parking is available in all MECA controlled parking lots.
- g) Staking of tents is NOT permitted in the parking lots or lawn areas of the parking lots. Tents may be anchored with weights.
- h) Consumption of alcohol or open containers of alcohol is prohibited.
- i) Commercial advertising banners or signs are prohibited.
- j) Distribution of promotional items or other forms of solicitation are not permitted.
- k) Any equipment (chairs, tents, grills, etc.) left overnight will be disposed of.
- l) All cooking equipment must be situated away from crowds, buildings, or combustible material. A minimum clearance distance of 3 ft. from cooking equipment is required. No grills are to be left unattended at any time.
- m) Trash containers and charcoal dump stations will be provided in MECA controlled parking lots.
- n) Personal golf carts, Segways, hover boards, and skateboards are not allowed in MECA controlled parking lots.
- o) MECA controlled parking lots will open two (2) hours prior to the start of an event, except during the College World Series in June.
- p) MECA controlled parking lots will open at a specified time on College World Series game days.
- q) MECA controlled lots will close 90 minutes after the event.
- r) MECA reserves the right to revoke daily or season parking passes of those who do not comply with any parking guidelines.