

**EXHIBIT "C"**

1. **PROMULGATION.** BoCo Enterprises, Inc., the exclusive manager and operator ("Licensor") of the Facility has promulgated these Rules and Regulations ("Rules and Regulations"), pursuant to Section 9.2 of the BoCo Enterprises License Agreement ("Agreement") under which the Licensor has agreed to allow the Licensee to use certain areas ("Authorized Area") in the Facility during those times ("License Period") and for those purposes set forth in the Agreement. If there is at any time a conflict between the provisions of these Rules and Regulations and the provisions of the Agreement, the provisions of the Agreement shall control.
2. **ADVANCE OR "CASH ON DELIVERY" SHIPMENTS.** Licensor shall not accept any goods shipped to the Facility for the Licensee or any person claiming under the Licensee prior to the beginning of the License Period or during the License Period if any sum is to be paid to the carrier of such goods upon his delivery thereof. Notwithstanding the foregoing, the Licensor shall not be obligated to accept any goods shipped to the Licensee during the License Period except upon prior written consent to the Licensor. Licensor shall not be liable for any damage to said property, and the Licensee shall indemnify and hold harmless the Licensor for and against any claim of loss or of damage to said property and to any damage to other persons or property caused by said property.
3. **RIGHT OF INSPECTION.** Licensor reserves the right to inspect all cartons, packages, and containers brought into or out of the Facility.
4. **PROPERTY OF LICENSOR.** Licensee may not use or operate any equipment, furnishings, or other property of the Licensor without the prior written consent of the Licensor, and under no circumstances may Licensee remove said equipment, furnishings, or other property from the Facility.
5. **DESIGNATED ENTRANCES.** All persons, articles, exhibits, fixtures, displays, and property of any kind and description shall be brought into and out of the Facility only at and through those entrances and exits as the Licensor may designate from time to time.
6. **RESTRICTED AREAS.** Restricted areas of the Facility are labeled "Authorized Personnel Only", and only the Licensor shall have access to those areas.
7. **IDENTIFICATION.** All persons acting for or on behalf of the acting for or on behalf of the Licensee must wear an identification badge provided by the Licensee.
8. **PUBLIC SAFETY.** In accordance with Section 2.2 of the Agreement, the Licensee shall not bring, or allow to be brought, into the Facility any material, substances, equipment, or object which may endanger the life of, or cause bodily injury to, any person in the Facility or which is likely to constitute a hazard to any other property therein.
9. **PROHIBITION AGAINST FLAMMABLE MATERIALS.** No flammable materials, such as bunting, tissue paper, crepe paper, etc., shall be used for decorations or advertising in the Facility. All such materials to be used for decorative or advertising purposes must first be treated with a flame-retardant, and such use shall be in accordance with all applicable federal, state, and municipal fire and safety rules and regulations.
10. **PROHIBITION AGAINST FLAMMABLE LIQUIDS AND GASES.** Licensee shall not, without prior written consent of the Licensor, put up or operate any engine or motor or machinery in the Facility or use oils, burning fluids, camphene, liquid oxygen, ethylene, propane, kerosene, naphtha, gasoline, or other flammable gases for either mechanical or other purposes or any other agent other than gas or electricity for illuminating the Facility. Said prohibition against the use of oils, gases, and gasoline will not apply to the use of fork lifts, motor drive vehicles, cranes, etc.,

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necessary for the installation and removal of exhibits in the Facility, but shall apply to the operation of any exhibit in the Authorized Area. Where any automobiles, trucks, or gasoline engines are to remain in the Facility during any portion of the License Period, the Licensee shall take the following precautions:

- (a) All battery cables are to be disconnected and taped so as to avoid any possibility of emission of sparks therefrom;
- (b) All gasoline tanks are to register in the Empty or E range on their gauges by order of the City of Novi Fire Marshall;
- (c) In the event draining of tanks and refueling must be completed outside of the Facility. Fuel is to be removed or dispensed only with safety equipment approved by the Licensor;
- (d) All gasoline tanks must be sealed with a locking type gasoline cap. If such a cap is not available, the tank must be sealed in accordance with all federal, state, and municipal fire and safety regulations;
- (e) All liquid propane tanks are to be removed from the Facility during any portion of the License Period.

NOTE: Added to these Rules and Regulations and made a part hereof, is the Novi Fire Marshall requirements. All occupants will need to follow the B.O.C.A. fire protection code.

- 11. **SMOKING.** Smoking is prohibited in the Facility at all times.
- 12. **EMERGENCY EQUIPMENT.** Fire-fighting and emergency equipment shall not be blocked or obstructed under any circumstances. This includes fire hose and fire extinguisher cabinets, fire pull and alarm boxes, and all entrances and exits to first aid facilities within the Facility.
- 13. **MOTORIZED VEHICLES.** No motorized vehicle shall be operated on any carpeted or tiled areas in the Facility under any circumstances.
- 14. **USE OF CARTS.** Carts or dollies with steel wheels are not permitted in any carpeted or tiled area in the Facility. In motion, all crates moved in and out of the Facility must be handled in a manner so as to maximize the protection of and minimize the risk of damage to all carpeting, painted surfaces, door fixtures, etc.
- 15. **USE OF TAPE.** Licensee and all of its exhibitors, is strictly prohibited from using any unauthorized style of tape or adhesive substance on any surface within the facility, including the "show floor". Duct tape, plastic double-sided tape, or masking tape is specifically prohibited! Only cloth-backed carpet tape is allowed -- the acceptable type of tape is available for purchase from the Service Desk during move in hours.
- 16. **CRATE STORAGE.** The Licensee shall remove all crates, packaging and related materials from the Authorized Area prior to the beginning of the Show Period set forth in the Agreement.
- 17. **ADVERTISING.** All advertising of the exhibition or performance to be given in the Authorized Area for which the license set forth in the Agreement was given shall be accurate and true in all respects, and the content of all such advertising must first be supplied to the Licensor for its review and comment before it is, by any means, published.
- 18. **BROADCAST RIGHTS.** The Licensor reserves all rights and privileges for outgoing radio and television broadcasts originating from the Facility during the License Period.
- 19. **RECORDING.** No visual or audio recording of any type or kind shall be made in the Facility without the prior written approval of the Licensor. The Licensor reserves the right to charge the Licensee an additional charge to be paid in accordance with the provisions of Article III of the

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Agreement for that privilege.

20. **FIRE DEPARTMENT.** The Fire Department may exercise its right to assign a fire detail to the premises during open show hours. The financial responsibility shall be with the Licensee.
21. **ATTENDANCE CAPACITY.** The Licensee shall not admit into the Facility a larger number of persons than the Facility can accommodate, as determined by federal, state, and municipal fire and safety rules and regulations. Furthermore, the Licensee shall not admit into any Authorized Area a larger number of persons than can freely and safely move about therein. The decision of the Licensor, in its sole discretion, shall be final in this respect.
22. **LIVE ANIMALS.** The Licensee shall not permit any live animal, reptile, fish, or bird to enter, nor suffer the same to remain in the Facility unless it is a properly and safely muzzled "seeing eye" dog accompanying a blind person or is an animal, reptile, fish, or bird which the Licensor has in writing expressly consented to allow in the Facility. All such animals so admitted must at all times remain on a leash, within a pen, or under similar control.
23. **EXHIBITOR'S CONTRACTS.** The Licensee shall have valid, properly executed and compatible written contracts with all performers and exhibitors who are to use the Authorized Area under the Licensee's right to use such, and the Licensee shall submit the same upon demand to the Licensor.
24. **PERFORMANCE AND EXHIBIT APPROVAL.** The Licensor retains the final right to approve every performance and exhibit offered in the Facility and in no event shall any such performance or exhibit take place if the Licensor objects to such.
25. **REFUND OF TICKET REVENUE.** Licensor retains the right to determine whether the price of tickets will be refunded for cause, in keeping with the Licensor's policy of retaining the public's goodwill.
26. **ANNOUNCEMENTS.** Licensor reserves the right to make announcements during all intermission periods relating to advertisement of future Facility attractions, and also at any time such other announcements as the Licensor deems necessary in the interest of public safety.
27. **TOURS.** Licensor reserves the right to conduct public tours of the Facility and Authorized Area therein during the License Period in such a manner as to minimize any interference with the Licensee's use thereof.
28. **SOLICITATIONS.** No collections or donations, whether for charity or otherwise, shall be made, attempted, or announced in the Facility without the prior written approval of the Licensor.
29. **LOST ARTICLES.** Licensor shall have the sole right to collect and have the custody of all articles left, lost, or checked in the Facility by persons attending any performance, exhibition, or entertainment given or held in the Facility, and the Licensee shall not collect or interfere with the collection or custody of such articles.
30. **KEYS.** All Facility keys required by the Licensee during its use of the Authorized Area under the terms of the Agreement may be obtained from the Licensor, must be returned to the Licensor at the end of the License Period, and are subject to a ten dollar (\$10.00) deposit per key.
31. **PARKING.**  
  
**Exhibitor Parking:** All exhibitors must park in the designated exhibitor parking area only, which may be by way of an off-site shuttle program at a location to be determined by Licensor. All exhibitors will be allowed free access in and out of the parking lot during move-in and move-out periods only. No vehicles will be allowed in the lot overnight. Violators will be towed at owner's expense. Licensee understands and agrees that this Exhibitor Parking Areas may be designated at an off-site location by Licensor and accommodated via a shuttle system.

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**Exhibitor Parking Permits:** Exhibitor Parking Permits allowing unlimited access in and out of the parking lot are available through the Licensor at a reduced rate. Fees paid for parking prior to the purchase of an Exhibitor Parking Permit will not be credited toward the purchase price of an Exhibitor Parking Permit. All Exhibitor Parking Permits must be purchased no later than the close of the first day of an event. Exhibitor Parking Permits must be prominently displayed on the dashboard of the vehicle.

**Parking Areas:** Licensor shall attempt to provide as many parking spaces on-site as possible. In the event that the amount of on-site parking spaces will not be sufficient for Licensee's projected attendance, the Licensor shall attempt to coordinate additional parking areas off-site, the use of which may require the implementation of an off-site shuttle program which will be utilized in the event that the on-site parking falls short of the required amount. The acceptability and determination of whether or not to proceed with arrangements with the adjacent property owner's parking area or the development of the on-site temporary parking area would remain solely with the Licensor, but, in any event, the Licensor and Licensee shall coordinate a mutually acceptable off-site shuttle program.

32. **MEETING ROOMS.** Meeting Rooms, unless licensed as part of the Authorized Area, may be rented at an additional charge.
33. **LOADING DOORS.** Licensee shall provide, at the Licensee's expense, a door operator designated and approved by the Licensor for the operation of loading doors within the Authorized Areas. Licensee shall be financially responsible to replace or repair doors if damage occurs during the License Period.
34. **CLEARANCE REQUIREMENTS.** Clearance requirements for combustible materials from hanging gas-fired heating units within exposition area: Five feet (5') from any side of the heating unit; Six feet (6') from the bottom of the heating unit.
35. **HANGING SIGNS, BANNERS AND STREAMERS.** No hanging signs, banners, streamers or other types of materials will be allowed directly under the heating units and the same shall maintain the appropriate distances as identified in #34 above.
36. **HELIUM BALLOONS.** Helium balloons are specifically banned from use in the areas of the exposition center serviced by these hanging gas-fired heating units.
37. **COMPLIANCE.** Exposition management, in cooperation with local officials, reserve the absolute right to take whatever steps are necessary to insure the strict adherence to these provisions, and if any costs are incurred to provide compliance, these costs shall be the responsibility of show management.

**BOCO ENTERPRISES, INC.**  
By order of its Board of Directors

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