

MEETING & EVENT

PLANNING GUIDE



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ACCOUNTING & CREDIT

BILLING & CREDIT TERMS

All payments are due prior to the Group's arrival or as detailed in the Group's contract. Group may submit a credit application for Direct Billing privileges. If direct billing is approved, a Master Account will be set up after the initial deposit is received.

- Group must have a room block.
- Group's estimated spend must be over \$35,000.00.
- Group must submit application at least 60 days prior to arrival.
- If credit is established, an initial deposit is due at the time of signing the contract.
- Additional deposits will be outlined by Hotel's Accounting Department and based on the Group's program value.
- The balance of the account is due (30) days after the date of the function. A late fee of (1.5%) per month of the balance due will be assessed for all unpaid balances after (30) days.
- The Banquet Event Order (BEO) is considered a legally binding document and the client's signature represents approval for all goods and services outlined on the BEO.

PAYMENTS

- The balance of all estimated charges including hosted food, beverage, tax, service charge, labor and
 production if applicable are due 21 days prior to event date and are payable by credit card or wire transfer
 only. A credit card authorization form marked "FOR ALL CHARGES FOR THE ABOVE SAID
 FUNCTION/PROGRAM" is required to be on file 14 days prior to event date.
- Please note final payment is due prior to arrival and may change based on the following:
 - Credit approval (if applicable)
 - Potential attrition damages
 - Additional program requests while on property
 - ENCORE Global estimated charges

MASTER ACCOUNTS BILLED TO A CREDIT CARD

- Group must complete a Sertifi form with their credit card information in order to set up this form of billing.
- A credit card authorization via SERTIFI is required to be on file 21 days prior to event date.

PAYMENTS BY CHECK

All checks must be received at least (14) days prior to the Group's arrival and must be drawn out to a U.S. Bank in U.S. dollars.

Please mail checks to:
Regular or Overnight Mail:
Virgin Hotels Las Vegas
4455 Paradise Road
Las Vegas, NV 89169
(Include Group or Program Name)

PAYMENTS BY WIRE TRANSFERS

All wire transfers must be received at least (14) days prior to the Group's arrival. Any funds wired, but not used, will only be returned to the account from which the original wire was sent.

Beneficiary: JC Hospitality LLC

Bank: JPMorgan Chase, New York, NY 10004

Account Number: 706002521

Routing Number (ACH): 021000021 Routing Number (Wire): 021000021

Swift Code: CHASUS33 (for International wires)

ACCOUNTING & CREDIT

CASH ADVANCES

Groups are eligible for cash advances only when Group sends funds in advance, for the exact desired amount, via wire transfer directly to the Hotel. Please see wire transfer instructions above. Cash advances are limited to a maximum of 10% of the total deposit on file for the Group.

Hotel is subject to State and Federal currency reporting and handling laws and as such will file a Currency Transaction Report (CTR) for cash advances of over \$10,000.00 USD. CTR will be reported to the Nevada Gaming Control Board, U.S. Treasury and IRS.



GAMING & TAX COMPLIANCE

GAMING COMPLIANCE

Hotel and Mohegan Sun Casino will require Group to obtain approval from the Nevada Gaming Control Board (GCB) for any of the following activities:

- Mock or Faux Gaming
- Game of chance
- Events where prizes are awarded by chance

Group is required to submit information to the GCB through the Hotel and Mohegan Sun Casino's Compliance Department. Submission must be done at least 30 days prior to Event date. Hotel and Mohegan Sun Casino also requires that Group hires the services of an outside approved vendor for the rental of equipment, staff and operations of these types of events.

RAFFLES & LOTTERIES

In the state of Nevada, the (GCB) is responsible for regulating the operation of raffles and lotteries. Only qualified nonprofit alumni, charitable, civic, educational, fraternal, patriotic, political, religious, state or local, legal, or veterans' organizations may lawfully hold raffles or lotteries. Nonprofits must still apply, at least 30 days in advance, and receive permission from the GCB to hold such activities within the Hotel and Mohegan Sun Casino.

CHIPS & TOKENS

Gaming Control Board Regulation 12.060 prohibits Hotel and Mohegan Sun Casino from selling chips and tokens for any purpose other than gaming. The Hotel and Mohegan Sun Casino requires that all chips be purchased directly at the Hotel and Mohegan Sun Casino's gaming tables.

GAMING & TAX COMPLIANCE

NEVADA LIVE ENTERTAINMENT TAX

In the instance that Group books live entertainment for their Event and will charge admission for such live entertainment, Group acknowledges and agrees that such activities may be governed by laws and regulations governing the recording, collection and payment of Nevada's Live Entertainment Tax ("LET"), as set forth in Nevada Revised Statutes Section 368A, Nevada Administrative Code Section 368A, Nevada Gaming Control Board Entertainment Minimum Internal Controls ("MICS"), and Hotel and Mohegan Sun Casino's internal controls applicable to live entertainment. The Nevada Gaming Control Board must approve all ticketing systems used in conjunction to any event subject to LET. Hotel and Mohegan Sun Casino, as the holder of a nonrestricted gaming license, is obligated to ensure that all activities that occur on its property subject to such license are properly recorded, collected and paid. Group shall have sole responsibility for the payment of all LET applicable to Group's activities upon and/or use of the function space. Such payment shall be made by Group to Hotel and Mohegan Sun Casino for remittance to Nevada's government taxing authority. Group agrees that (i) all funds relating to the remittance of LET shall be sent to Hotel and Mohegan Sun Casino to be included with the Hotel and Mohegan Sun Casino's remittance and that no funds shall be remitted directly by Group to the State of Nevada, and (ii) all documentation related to the Group's live entertainment shall be retained for five (5) years and shall be made available to Hotel and Mohegan Sun Casino's Internal Audit Department and the Nevada Gaming Control Board. Currently Nevada's LET is 9% and is subject to change with or without notice from the State of Nevada.

Group further acknowledges that its failure to comply with Nevada's regulatory requirements could result in additional assessments, including fines and penalties, by governmental authorities. Group shall indemnify and hold Hotel and Mohegan Sun Casino' harmless against any claims that arise from Group's failure to comply with the regulatory requirements concerning LET. In order to protect Hotel and Mohegan Sun Casino's privileged gaming licenses, Group must receive approval from Hotel's Compliance Department prior to advertising or booking live, ticketed entertainment.

- For more information related to LET requirements, Group is advised to review the following:
 - Nevada Revised Statutes NRS 368A: https://www.leg.state.nv.us/NRS/NRS-368A.html.
 - o Nevada Administrative Code NAC 368 A: https://www.leg.state.nv.us/NAC/NAC-368A.html.
 - MICS Entertainment: http://gaming.nv.gov/index.aspx?page=182.

ADA

The Hotel, to the best of its knowledge, complies with the public accommodations requirements of the American with Disabilities Act (ADA) and the Hearing Capacity Act of 1988 and the regulations and guidelines. Hotel expects that the Group, its agents, contractors and employees, and their functions within the Hotel also comply with the above referenced laws. Group will make necessary efforts to identify any special needs of its disabled attendees, employees or guests and communicate these needs to the Hotel as soon as they are known.

PERSONAL MOBILITY DEVICES

Motorized wheelchairs, Segways, scooters or any other personal mobility device is prohibited inside of the Hotel unless the operator represents that the equipment is a mobility assistance device for a disability condition.

CONVENTION & EVENTS STANDARDS & POLICIES

CONVENTION SERVICES AND EVENT MANAGERS

Hotel's Convention Services and Event Management team will be in contact with the Meeting Planner one year prior to the event start date. At that time, a Convention Services Manager (CSM) and Event Manager (EM) will be assigned to the Group to be their main contact as the Group moves forward with all planning aspects of their program.

CHARITABLE ORGANIZATIONS

For the Hotel to waive Nevada State Sales Tax, Group must be incorporated as a 501c3 Organization and present a current and valid State of Nevada Tax Exemption Letter. Due to Nevada Revised Statutes under the oversight of the Nevada Gaming Control Board, there are strict policies determining how these types of events are defined and must be conducted. Prior to developing events, please ensure you advise your CSM as Hotel may need to get approvals from our compliance team before proceeding. Some types of charitable events that would require approvals would be silent auctions, raffles, bingo and gaming tournaments.

GROUP RESERVATIONS & ROOMING LISTS

Once Group's agreement has been signed, a Hotel Group Reservation Agent will be assigned to manage the Group's room block in accordance with the rates, assignments and cut-off dates. Final rooming lists are due in an approved excel format at least (30) days prior to the 1st guest arrival, or according to contract terms.

- Group must assign (1) person on their team who will be the main contact for all room block questions or changes.
- Guests must be over the age of (21) in order to check-in at the Hotel.
- Room reservations after the cut-off date will be honored based on availability and prevailing rates.
- A charge of one night's room plus room tax will be charged to the Group's master for all no-shows guaranteed to the master account.
- Group should make attempt to communicate any ADA guest room needs in advance to either the Group Reservations Agent or CSM.

PASSKEY POLICIES

Hotel uses Passkey to assist with making reservations for group attendees. Work with your Group Reservations Agent to obtain your Group's specific link and log in instructions.

LEGAL

INSURANCE

At all times during your Group's use of the Function Space, the Group shall maintain Statutory workers' compensation insurance, in accordance with applicable law Employers' liability insurance with limits of at least one million (\$1,000,000.00) per accident covering all of Group's personnel performing work at the property in connection with the Agreement; commercial general liability insurance with contractual indemnity coverage and combined single limits in the minimum amount of three million dollars (\$3,000,000.00) per occurrence for personal injury, and (5,000,000.00) in property damage; and commercial automobile liability insurance with coverage for owned, non-owned, rented and borrowed automobiles with a combined single limit of not less than one million dollars (\$2,000,000.00). Group shall provide evidence thereof to Hotel's Convention Services Manager or Event Manager no later than 14 calendar days prior to the first arrival date.

The insurance provided by Group shall name as additional insureds to the extent of Group's indemnification obligations under this agreement, JC Hospitality LLC, its parents, subsidiaries, and affiliates, as well as Virgin Hotels Las Vegas, LLC, MGNV, LLC (manager of gaming areas of the Hotel), AEG Presents LV, LLC, Hilton Worldwide Holdings, Inc. and all affiliates, shall be issued by a company with a current A M Best Company rating of at least A: VII and may be obtained through one or a combination of insurance policies.

The consent of JC. Hospitality (property owner) to the insurance and limits insured, as shown herein, shall not be considered as a limitation of Group's liability under the Agreement nor an agreement by property to assume liability in excess of said amounts or for risks not insured against.

Group will require that any contractor, subcontractor and/or vendor will meet the above insurance and additional insured requirements and will obtain the appropriate Insurance Certificates, which will be delivered to the Convention Services Manager or Event Manager along with the executed contract prior to the Group's arrival.

INDEMNIFICATION:

Group does, and shall, indemnify, defend, and hold Owner, its parents, subsidiaries, and affiliates, as well as Virgin Hotels Las Vegas, LLC, JC Hospitality LLC, MGNV, LLC (manager of gaming areas of the Hotel), AEG Presents LV, LLC, Hilton Worldwide Holdings, Inc. and all affiliates, the employees, officers, partners, agents, successors, and assigns of all of them (the "Owner Parties"), harmless from and against any and all claims, damages, liabilities, suits, losses, government actions, judgments, and costs whatsoever (including reasonable attorneys' fees) ("Losses") to the extent caused by or arising out of: (1) any negligent act or omission of, or willful misconduct of, Group, its parents, subsidiaries or affiliates, any subcontractor thereof, and the employees, officers, partners, agents of all of them ("Event Host Parties"); (2) any defamatory action by any Event Host Parties or infringement of intellectual property rights by Event Host Parties; (3) any payment owed by Event Host to persons or entities associated with the Event; (4) any violation by Event Host of federal, state, or local rules and regulations governing the Events, or any other applicable law; or (4) any breach by Event Host of any of its representations, warranties, covenants, or obligations under this Agreement. This obligation shall continue beyond the termination or expiration of this Agreement.

Owner agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

LEGAL

CLARK COUNTY ROOM TAX

Clark County room tax of 13.38% (subject to change without notice) will be charged in addition to your room rate.

CONTROLLED SUBSTANCES & CANNABIS

The possession or use of any controlled substance, including cannabis products, anywhere on Hotel's property is prohibited by federal law and Hotel's Company policy. Group acknowledges that it shall be responsible for preventing such activity at its Event or by persons attending the Event. Group further acknowledges that failure to do so shall be grounds for immediate termination of the Event without any full or partial refunds. Additional cleaning fees may apply.

ACCESS AND RIGHT TO ENTER

The Convention Services Manager, Event Manager, Banquet Manager, other authorized employees, the Fire Marshal or government agency representatives may enter the function space at reasonable times to perform their official duties.

LOGISTICS

EXCLUSIVES

Hotel has exclusive providers for AV, electrical, plumbing, cleaning, IT, telecommunications and food and beverage. Contact your Convention Services Manager and/or Event Manager for details. ENCORE Global the exclusive provider for all labor and equipment in breakout sessions. ENCORE Global is also the exclusive provider of labor and equipment for all rigging, power, and Managed Network Services in our meeting space, public areas and event center. Nothing may be hung within the facility except from approved rigging points.

AUDIO VISUAL

Hotel has selected ENCORE Global (ENCORE) as its preferred provider of audio-visual production needs for all meeting and breakout space, event venues as well as all Hotel rooms and suites. Group must contact ENCORE Global directly for all audio-visual needs and quotes.

ELECTRICAL/PLUMBING/COMPRESSED AIR

All electrical, plumbing and compressed air services are provided solely by the Hotel's in-house engineering department or its exclusive vendors.

LIGHTING

Existing lighting in the meeting space is provided complimentary. Additional lighting needs should be contracted directly through Encore or your preferred lighting vendor.

LOGISTICS

BANNERS/SIGNS & EASELS

Hotel can assist in hanging banners or signs in any public meeting rooms within the facility. The rules regarding signage and easels are as follows:

- Group signage and easels are not permitted in the casino, hotel lobbies, elevator banks, or in any hallways in hotel tower.
- Only Hotel sign holders or approved signage are permitted in the public meeting areas. Groups are not permitted to bring in their own easels.
- Sign holders will be limited to one (1) outside of each meeting room.
- Sign holders for exhibitors in trade shows must be obtained from the exhibit service company.
- All signage must be professionally made and meet the requirements of Hotel Management. Hotel is not responsible for signage or promotional materials left inside or outside of meeting rooms after functions have concluded.
- Handwritten signs are not permitted.
- Signs or banners may not be taped, stapled, nailed, tacked, or otherwise affixed to any property doors, walls, columns, or other parts of the building or furnishings.
- All signage, banners, etc. that will be hung from the ceiling in the production area must be hung from existing structures. Load is not to exceed 75 lbs. per running foot. Signage or banners may not be attached to the air walls in the ballrooms at any time.
- All signs must be approved by hotel. The hotel reserves the right to refuse signage that does not meet the minimum requirements as set forth in these policies. All signage must be described in detail, in writing and submitted to your Convention Services Manager and/or Event Manager at least (2) weeks prior to arrival.
- Any and all signs, banners, etc. that need to be hung in the production area must be done by Hotel/ENCORE.
 Depending on size, a charge will be applied to the Encore master account. Larger signs that require additional rigging hardware, scissor lifts and personnel to hang signage and/or scenic components will be charged per man hour and for the use of hardware materials.
- Signage for hotel sign holders should be 22" X 28".
- Signs must be removed within (3) hours after the close of the Event, or until the time the space is contracted for, whichever is less, unless prior arrangements have been made with the Hotel. Signs not removed within this time will be disposed of by Hotel and applicable removal or cleaning fees will apply.

BUSINESS CENTER

Hotel offers a full-service business center, to assist you with all of your printing, copying, collating, data entry or file transfer needs.

Hours of Operation: 9:00am-5:00pm Monday through Friday; 9:00am-1:00pm Saturday-Sunday

To service your business needs after hours, we also offer a 24-hour Automated Business Center kiosks.

TELECOMMUNICATIONS

All phone lines and services required can be arranged through ENCORE, numbers can be provided in advance as needed. Please submit your telephone requirements to your ENCORE Global Representative at least 90 days prior to your program date.

LOGISTICS

CLEANING

Cleaning of meeting space and Event venues is exclusive to Hotel, except for individual exhibitor booths. Please contact your Convention Services Manager and/or Event Manager for more information.

AIR CONDITIONING & HEATING

Air conditioning and heating are provided in the meeting space during meeting and showtimes only. Due to the size of meeting space, it can take a few hours to cool or heat a meeting room so please allow ample time after temperature changes have been made to feel the adjustment. Hotel will be maintaining the A/C & heat for all spaces, to include BOH hallways and load in areas. Hotel will maintain a preset temperature for all BOH and loading areas. We encourage best practice when it comes to load-in and load-out and to be cognizant of timelines with doors in the open position.

CONCRETE & ASPHALT ANCHORING

Drilling and anchoring in concrete is strictly prohibited in any of the rooms. Drilling or anchoring in asphalt must be approved in advance.

LOADING DOCKS

Load-in and load-out times must be coordinated with your CSM, Event Manager and ENCORE Global Representative at least (14) days prior to arrival.

- At no time may vehicles or any items be left unattended in the loading dock area.
- Hotel is not responsible for damage to vehicles or any items while in the loading dock area.
- Group or Group's vendor must remove all their trash and debris from the loading dock area upon completion. Additional fees will be charged if Hotel needs to clean up after the load-in or load-out process.
- All deliveries must be made through the Hotel's loading dock and Group cannot make deliveries through the guest parking lots, side entrances or any adjacent areas.
- Access to the loading dock outside of the Hotel's loading dock normal hours of operation, will incur additional labor costs. The Group's ENCORE Global Representative can provide an estimate of additional labor fees if applicable.
- Group is responsible for any damages, by any of its employees, vendors, or sub-contractors, that occur to the loading dock area, freight elevators or back of the house areas during load-in or load-out process.

LOGISTICS

FORKLIFTS & CARTS

Group is required to notify their CSM, Event Manager and ENCORE Global Representative, at least (30) days in advance, of any deliveries being made that will require the use of a forklift, pallet jacks, or hand carts and the following guidelines will apply:

- All forklift operators must be certified through the General Service Contractor or ENCORE Global.
- All forklift operators are to be certified in compliance with OSHA regulations. Boom operators must also wear the appropriate fall protection equipment at all times.
- Please speak with your CSM or ENCORE Global Representative if a forklift is required during load-in or loadout.
- All forklifts and carts must come equipped with no-mar tires or have their tires wrapped before accessing any carpeted space and visqueen must be laid out ahead of time.
- All forklifts and scissor lifts must come equipped with no-mar tires and a fire extinguisher.
- Forklifts or carts are not allowed in any public area or any area with specialty flooring. In addition, carpet runs and extra protection will be required for any carpeted surfaces.
- Only electric powered forklifts are allowed, no gas fueled vehicles are permitted.
- Plywood must be used when forklifts are in a turning position.
- The drop off and storage of forklifts, scissor lifts and other mechanical equipment is located at the ballroom loading dock.

ENCORE Global can rent motorized forklifts, genie booms, lifting devices, tools, ladders, etc for outside contractors. Interior storage or charging of motorized lifts is prohibited.

HAZARDOUS MATERIALS

Group or any of its parties are prohibited from possessing or storing hazardous materials, as defined by federal, state and local law. Exceptions are permissible when the use of hazardous materials follow all federal, state and local laws. Group will indemnify Hotel for any possession, storage, transportation and use of such hazardous materials for any reason whatsoever. All outside contractors and vendors are required to have a material safety data sheet (MSDS) on any hazardous chemical that they bring into the Hotel so that appropriate action can be taken to inform and protect Hotel's team members and guests.

MEETING SPACE PUBLIC AREAS & FOYERS

Public spaces and foyers in our meeting room floors are shared by all Groups. Therefore, any registration, display, entertainment, signage or any other activity occurring in these areas must be pre-approved, in advance, by the Hotel. In addition, Groups must reflect the use of any public area in their floor plan submissions and be approved by both the Clark County Fire Marshall and the Group's CSM.

• Hotel's plants, furniture or decor in the common hallways and foyers may not be removed or rearranged without prior approval from the Group's CSM. A labor fee will be accessed for all relocations.

MEETING ROOM AMENITIES

Upon request each meeting room may be setup with complimentary Hotel branded note paper and pens. Amenities will not be provided for meal rooms, exhibit room or tradeshow spaces. Additional amenities may be provided for a reasonable charge.

MEETING ROOM SUBLETTING

Group may only use meeting or special event venues for the purposes they are intended, and Group may not sublet any of its assigned spaces to other vendors, exhibitors or attendees without Hotel approval.

MEETING FLOOR SPONSORSHIP OPPORTUNITIES

Prior to the sale of these opportunities to your exhibitors or vendors, Group must forward its plan for approval of usable locations to your Hotel at least (3) months prior to the 1st event.

MEETING ROOM KEYS

Please contact your CSM to discuss Meeting Room Keys.

AIRWALLS

Hotel's personnel must be the one to open, close or relocate airwalls. Group will be charged for damages to the airwalls and/or the materials on the airwalls if it attempts to move without using Hotel's personnel.

DECOR, BALLOONS, FLORAL

Due to safety concerns, helium balloons are not allowed anywhere on property. Non-helium balloons are allowed as long as they are secured. Confetti or streamer cannons are not permitted without Hotel approval, if approved additional cleaning and labor fees will apply. Please contact your CSM for additional information on decor, floral and balloons.

Group is permitted to contract other vendors, except for audio-visual in certain areas, as long the vendor also agrees to the Hotel's Regulations and Guidelines. All vendors will be required to submit a COI naming the Hotel, its parent company, affiliates and partners as additional insured and be for limits of not less than \$2,000,000.00 for bodily injury, including death, and personal injury for any one (1) occurrence, \$2,000,000.00 property damage insurance or combined single limit of \$4,000,000.00.

SETUP FEES

- Setup fees will be incurred if a meeting set is changed multiple times the same day. Please contact your CSM for more information.
- If the Group is utilizing a venue with existing seating or furniture that needs to be removed or adjusted, Hotel will charge a setup fee according to the event requirements and the setup fee will vary based on the venue and exact event needs. The setup fee will be communicated in advance by your CSM.

LABOR FEES

- A \$175.00 ++ Food and Beverage Fee will be applied to groups of less than 10 guests.
- A \$200.00 labor fee per bartender will be applied to all functions requiring a bartender. The labor fee is based on a (4) hour event and if event runs longer, an additional \$65.00 per bartender per hour fee will be charged.
- A \$185.00 labor fee per cocktail server will be applied to all functions requiring cocktail servers. The labor fee
 is based on a (4) hour event and if event runs longer, an additional \$65.00 per cocktail server per hour fee will
 be charged.
- A \$185.00 labor fee per chef will be applied to all food stations requiring a chef on the floor. The labor fee is based on a (4) hour event and if event runs longer, an additional \$65.00 per chef per hour fee will be charged, chef fees are taxable fees.
- A \$140.00 labor fee per security will be applied for security officers based on event or meeting needs. The labor fee is based on a (4) hour event and if event runs longer, an additional \$35.00 per officer per hour fee will be charged.
- The required number of staff will be determined by your CSM or EM and varies based on the number of guests, room the function is held in and other factors.

RETAIL SALES

Advance approval from the Hotel is required if Group or any of its exhibitors desire to sell merchandise or property on the Hotel premises. The Nevada Administrative Code (NAC) 372.180 states that Group allowing any retail sales has the responsibility to collect and remit all state sales taxes. If Group is tax-exempt, the State of Nevada requires a copy of the following on file with the Hotel:

- State of Nevada Sales Tax Permit: www.nv.gov.
- Nevada tax-exempt sales tax permit providing the evidence of non-taxability.
- U.S. Government Tax-exempt sales tax permit.

CARPET PROTECTION

Approved visqueen must be installed prior to using any lifts or placing crates over existing carpet or specialty flooring. The use of forklifts by an approved GSC and/or Encore Global, must be communicated to your CSM. Charges will apply for any damage caused to existing carpet or specialty flooring.

SMOKING

There is no smoking allowed on any of the meeting space floors. Guests looking to smoke must go to the casino floor.

NOISE

The Hotel retains the right to regulate the volume of any sound to the extent that such sound interferes with other guests within the facility or Hotel.

Events utilizing any outside area, including the Hotel pools or Event Lawn, are subject to the following end times:

- Live band music must end no later than 10:00 PM.
- DJ music must end no later than 10:00 PM (Sunday Thursday) or 11:00 PM (Friday & Saturday).
- Ambient music or sound of any kind must end no later than 11:00 PM (Sunday Thursday) or 11:59 PM (Friday & Saturday).
- Hotel may adjust these times as needed based on other functions or needs by the Hotel or its guests.

ENTERTAINMENT

Group must receive the Hotel's written approval prior to contracting any entertainment. Examples are, but not limited to, singers, bands, magicians, comedians, strolling entertainers, dancers, etc. In contracting entertainment, Group agrees that such entertainment will comply with Hotel's normal policies regarding risqué or questionable material (e.g., restrictions on a performer's use of obscenity or foul language [i.e., unreasonable profanity, hate speech, etc.] or promotion of illegal activities in public areas). Furthermore, entertainment must agree that no disparaging remarks will be made, verbal, written, or otherwise, towards gaming, Hotel, its officers, representatives, affiliates or partners. Please note that your event may be subject to Nevada's Live Entertainment Tax (LET).

HOSPITALITY SUITES

- Suites and/or Villas must be approved by hotel and contracted as a hospitality suite or event suite.
- Groups MUST communicate all hospitality suite events to their CSM and/or EM at least (30) days in advance. If notice is not provided, Hotel may at its discretion, require the event to end.
- Easels and signage are not permitted in any guestroom hallways.
- Early check-in is based on availability and cannot be guaranteed. If Group is looking to start their hospitality suite prior to the check-in time of 3:00 PM, then they must reserve the hospitality suite for the night before.
- Elevator Access:
 - Only guests staying at the Hotel will have access to guest room elevators via their room key.
 - Hosting Group will need to work with their CSM and/or EM to arrange for security to assist with guest access to their suite. Two (2) security officers are needed per tower and is charged at \$140.00 per security officer with a minimum of (4) hours. Additional hours are charged at \$35.00 per hour.
 - Guest lists for suites must be submitted to your CSM and/or EM at least (45) business days in advance.
 For security purposes, each guest will be required to present a valid ID that matches the name on the guest list.
 - o Inquiries on furniture removal need to be discussed with your CSM and/or EM. This may require an extension of your room reservation and additional labor fees. Only certain items in our suites are able to be relocated.
 - Food and Beverage orders may be placed with your CSM and/or EM. No outside Food and Beverage
 is permitted.

HOSPITALITY SUITES (continued)

- Late check-out is based on availability and cannot be guaranteed. If you are looking to end your hospitality suite after the check-out time of 11:00 AM, then you must reserve the hospitality suite for the day of as well.
- Maximum capacity at one time will be determined by your CSM and based on the square footage and configuration of the suite.
- Affixing of any materials to walls, floors, ceiling fans or any other area of the suite is prohibited. Damage charges will be assessed if needed.
- Group must ensure that any music or noise cannot be heard outside of the suite.
- Due to safety regulations, Hotel is not able to provide additional power to the suites.
- Hospitality suite events must end by 11:00 PM.

OUTDOOR EVENTS

Hotel reserves the right to move any outdoor function to available indoor backup space if any of the following conditions exist: wind gusts in excess of 25 mph, extreme temperatures, and/or 35% or higher chance of precipitation in the area.

- Group will be advised of all options for Group's function at a minimum of twenty-four (24) hours in advance of the functions set-up start time.
- Hotel's decision is final.
- A permit is required from the CCFD in order to erect or operate an air supported temporary membrane structure, a tent having an area of 200 sq. ft. or more or a canopy structure in excess of 400 sq. ft. CCFD approved diagram is required for all events over 299 people. Group is responsible for obtaining and paying for permit fees.
- Security is required for all outdoor events, including load-in and load-out times.

RESORT POOL EVENTS

The Hotel has a 5-acre pool complex with four unique pool experiences. Sit back in a cabana or take in the spectacular views of the Strip. With over a capacity of over 8,000 and the ability to condense this space, our Resort Pools are the perfect WOW factor to host your event. Please contact your Event Manager for additional details, rental and pricing.

THE THEATER EVENTS

The Theatre at the Hotel will be outfitted to host a myriad of affairs – from star-studded concerts to convention, corporate and sporting events. With 40,000 sq ft of space and capacity for 4,000 plus, this venue is the perfect spot to showcase a product release or host an awards ceremony! Please contact your Event Manager for additional details, rental and pricing.

FOOD & BEVERAGE

MENUS & PRICING

- Banquet menus are updated seasonally and are subject to change with or without notice.
- Hotel may need to substitute ingredients and accompaniments based on availability and Group agrees to accept substitutions. When possible, Group's CSM will communicate these substitutions ahead of time.
- Food and beverage pricing is subject to change and will only be guaranteed (3) months in advance of event date.
- Food and beverage pricing are subject to Nevada State Sales Tax and service fee, currently 8.375% sales tax and 23% service fee.
- The service fee will be charged on the retail price of all food and beverage items including on contractually negotiated pricing.

CUSTOM MENUS

Hotel's Culinary Team is always available to customize Group menus as requested. Custom menu requests should be communicated to Hotel at least 60 days in advance to ensure availability of custom items requested.

SPECIAL MEALS & DIETARY REQUESTS

All Special meals and dietary requests must be communicated in accordance with the schedule listed in "Guarantee Policies" noted below and will be charged at current market pricing. Current market pricing will be communicated in advance by your CSM.

- Hotel takes priority in accommodating all special meals and dietary requests and Group may not bring an outside vendor to do so without approval from the Hotel.
- Hotel may use outside vendors to accommodate certain special meals and dietary requests. If so, Group will be charged any applicable delivery fees.

OUTSIDE FOOD & BEVERAGE

No outside food or beverage is allowed. Please contact your CSM with any questions in regard to outside food and beverage.

GUARANTEE POLICIES

The Hotel requires the expected number of guests for each function to be provided by the Group at least (14) Business Days prior to the Group's arrival date. A final guaranteed attendance number must be communicated to your Convention Services Manager and/or Event Manager by 12 noon, three working days prior to the event; however, attendance guarantees for events to be held on Sunday, Monday, and Tuesday are due the proceeding Wednesday. Once given, this number is not subject to reduction. If no guarantee is received, the number of guests indicated on the Banquet Event Order will be the guaranteed attendance.

- Any functions under 2000 guests guarantees are due 5 business days.
- Any functions 2000+ guests guarantee are due 8 business days.
- Any new menu ordered within 72 hours of the function will be considered a "pop up" and an additional fee may be incurred.

FOOD & BEVERAGE

GUARANTEE POLICIES (continued)

- Any new menu ordered within 72 hours of the function will be considered a "pop up" and an additional fee may be incurred.
- Once the Guest Guarantees are received by the Hotel, they may not be reduced.
- If no Guest Guarantees are received, Hotel will consider the Expected Number as the guarantee.
- Hotel will charge based on the Guest Guarantees provided or the actual guest attendance, whichever is greater.
- Hotel will set 3% above, up to a maximum of 50 guests of your guaranteed number.
- If the Guest Guarantee decreases by more than (15%), the Hotel reserves the right to relocate the group to a smaller room or charge an additional Room Rental.
- Increases of over (5%) received within (72) hours shall be subject to:
 - A (15%) price increase if received (24) to (48) hours prior to the event date. The price increase will not apply to beverages ordered on consumption.
 - A (20%) price increase if received less than (24) hours prior to the event date. The price increase will not apply to beverages ordered on consumption.
 - O Pop-Up Fees may apply for any new Food and Beverage orders placed within 72 business hours.
- The Hotel will, at the best of its ability, accommodate all guest increases. However, there may be some cases where Hotel may not be able to accommodate increases.

SERVICE FEE

Hotel will charge a (23%) service fee on all food and beverage items. Group will be responsible for paying the service fee based on the retail pricing of all food and beverage including on contractually negotiated or discounted pricing. The banquet service fee is subject to change.

ALCOHOLIC BEVERAGE SERVICE

Per Nevada State Law, the Hotel does not allow alcoholic beverages of any kind to be brought into the Hotel by any patron. Please contact your CSM if you have specific questions about donated product or manufacturing alcoholic beverages. The Hotel's bartenders must serve all alcoholic beverages within the Hotel's facilities, no exceptions will be made.

The legal drinking age in Nevada is (21). Proper identification is required when attending a function with alcohol in order to be served.

PRODUCT SAMPLES

If the Group or any of its attendees or exhibitors would like to provide food and/or beverage for the purpose of demonstrations, samples or sponsorships, the following applies:

- Alcoholic Beverages: Per Nevada Beverage Law, only Hotel employed Bartenders can serve alcoholic beverages, even in sample sizes. Bartender fees will apply based on number of bars and hours in use. Contact your CSM or EM for pricing and sampling requirements based on specific needs.
- Samples are limited to products manufactured by the Group
- Food samples are limited to (2) ounces.
- Beverage samples are limited to (1) ounce.
- All beverage samples must be sent through a Nevada Beverage Distributor to Hotel's loading dock with a zero balance invoice. Please arrange delivery and storage with your CSM, as additional fees may apply.
- Hotel will require additional Product Liability Insurance.
- Hotel will charge additional fees if rental equipment, storage or cleaning fees are associated with product samples.

EMERGENCY & SECURITY

EMERGENCY ANNOUNCEMENT PROTOCOL AND SAFETY EVACUATION PLAN

- In the event of an alarm activation, visual and audible alarms will go off. This is not a signal to evacuate the building.
- An announcement will be made stating that the alarm is being investigated and that further instructions may be communicated.
- In the event the alarm poses no danger, a message of "All Clear" will be communicated.
- Should an evacuation be necessary, Hotel will communicate using its Life Safety System.
- Please contact your CSM for details on the Safety Evacuation Plan for your group.

INCIDENT REPORTING

Hotel requires that all incidents be reported immediately to a member of the Hotel's security team.

SECURITY OFFICERS

Only security officers employed by the Hotel may provide security services. Any exceptions to this rule must be made in advance and have direct written approval from the Hotel. Groups requesting security officers for their meetings or events, must do so at least (45) days prior to the Group's arrival date.

Hotel may require, at the sole expense of the Group, that Hotel security be present at, prior to or after any event, including load-in and load-out. Security officers will be charged at a fee of \$140.00 per officer for up to (4) hours. Additional hours are charged at \$35.00 per officer per hour. Breakers will be utilized when any post exceeds (6) hours. The CSM will notify the group in advance of any security personnel requirements and applicable costs.

Security officers are required in the following:

- Anytime freight doors are open, and a Hotel security officer is not already scheduled.
- Anytime Group contracts and/or blocks off a specific area of a parking lot.
- All events serving alcohol

MEETING ROOM SECURITY

Group understands that meeting rooms which are enclosed by airwalls cannot be secured. Hotel is not responsible for theft or damage to any items left in the meeting rooms. Hotel recommends that Group hire Hotel security when they plan on leaving valuable equipment overnight. If group wants to bring in their own security, they must receive approval from their CSM prior to contracting.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT (METRO)

For certain events, Hotel may require, at the sole expense of the Group, that Metro officers be present at, prior to or after any event, including load-in and load-out. Metro officers will be billed at current retail pricing. The CSM will notify the group in advance of any Metro personnel requirements and appropriate costs.

FIRE EXTINGUISHERS & FIRE HOSE CABINETS

All fire extinguishers and fire hose cabinets must always remain clear and must not be moved.

EMT SERVICES

Hotel may require that Group contract, at their own expense, EMT services for their meeting or event. EMT company must be registered in the State of Nevada. Please contact your CSM for additional information on EMT services and pricing.

EMERGENCY & SECURITY

HOTEL EMPLOYEE ACCESS

Group may not refuse entry to its contracted space to any Hotel employee who presents a valid team member ID and has a valid business reason such as food and beverage, housekeeping, maintenance or security.

LOST & FOUND

Hotel is not responsible for losses by Group or any of its guests or attendees due to theft or disappearance of equipment or personal belongings. Attendees and guests must immediately turn any item found to a member of the Hotel's security team.

FIRE MARSHAL REGULATIONS

Hotel, to the best of its knowledge, provides the regulations below, however, the Clark County Fire Department (CCFD) may adjust codes with or without notice. A complete and current list of regulations can be found at:

https://www.clarkcountynv.gov/government/departments/building fire_prevention/index.php

GENERAL

- All approved floor plans and permits must always be kept on site during the entire duration of the program.
- Open flame devices not pre-approved by the CCFD are not permitted.
- Exit signs, exit doors, fire alarm, fire hose cabinets and fire extinguishers cannot be concealed or obstructed at any time.
- The Nevada Clean Indoor Act prohibits the smoking of cigarettes, e-cigarettes or any vaping of any kind except for on the main casino floor.

FIRE MARSHAL PERMITS

If the anticipated number of guests for any event is more than 249, per Clark County fire code, a diagram must be submitted to the Fire Marshal for approval. If approved, the diagram must remain on premises for and during each event.

Additional guidelines:

- All floor plans must be submitted in writing a minimum of (45) days prior to the Group's arrival date.
- Any function with attendance of (249) or greater that is not approved by the Fire Marshal will not be allowed to proceed.
- Floor plans must be submitted to your CSM or EM in digital format

FLAME RETARDANT

All drapes, signs, banners and any decorative materials shall be made flame retardant to the satisfaction of the Fire Department. Any material that cannot be made flame retardant is strictly prohibited. Group must present all manufacture issued fire resistance certificates. Groups are prohibited from hanging anything from the Hotel's sprinkler heads.

FIRE MARSHAL REGULATIONS

FUEL-POWERED VEHICLES

Displaying fuel-powered vehicles of any kind including cars, trucks, bikes, etc. requires the following:

- Plastic sheeting must be laid down underneath.
- Gas tank must be no more than (1/8) full or (5) gallons, whichever is less.
- Gas tank cap must be sealed to prevent fumes from escaping.
- Batteries must be disconnected, and battery cables must be taped.
- Ignition keys must be removed.
- Propane tanks must be removed.
- Each vehicle must have its own fire extinguisher.
- At least 42" of clear space must surround the vehicle at all times.

FIRE STROBES

Hotel is equipped with fire strobes which are in all public spaces. Due to Fire Code, these strobes can never be covered with the utilization of fire strobe extensions. Requests to cover fire strobes must be submitted to your CSM at least (90) days in advance and unfortunately no last-minute requests can be accommodated.

Fire Strobe Extensions will incur additional costs which will be charged to the Group. CSM will provide those costs in advance.

PYROTECHNICS, FLAME EFFECTS & HAZERS

Hotel requires that the Fire & Safety System be disabled any time pyrotechnics, flame effects or hazers are in use, including when these items are being tested.

- A fee applies to disabling the Fire & Safety System, charges vary due to date and time.
- Pyrotechnics Hotel requires Security be on Fire Watch when these are in use or being tested. There will be
 a fee of \$35.00 per hour security officer (min 4 hours) charged back to the Group. In addition, the company
 providing the pyrotechnics must submit a Certificate of Insurance indemnifying Clark County and Hotel, its
 parent companies and affiliates. The Fire Marshall must be called in for a full test prior to the event. Additional
 fees will apply for use of pyrotechnics.
- Flame Effects Hotel requires a security officer be on Fire Watch when these are in use or being tested. There will be a fee of \$35.00 per hour per security officer (min 4 hours) charged back to the Group. In addition, the company providing the flame effect must submit a Certificate of Insurance indemnifying Hotel and Clark County, its parent companies and affiliates. The Fire Marshall must be called in for a full test prior to the event.
- Hazers Hotel requires Security be on Fire Watch when water based hazers are used. All other Hazers are not
 permitted in Convention space (Chemical, Oil, etc.). There will be a fee of \$35.00 per hour per security officer
 (min 4 hours) charged back to the Group.

ADDITIONAL TRADESHOW & EXHIBIT FIRE GUIDELINES

- Storage of any kind behind back drapes, display walls or inside the display areas is not allowed.
- All packing containers, wrapping materials & display materials must be removed from behind booths & placed in storage.
- Exhibitors must keep all displays, furniture, signs or any other materials within their approved booth space.
- The painting of signs, booths or any other materials anywhere on the Hotel (indoors or outdoors) is not permitted.
- All wires must be taped down with gaffer's tape.
- All materials used to construct booths or to decorate must be made flame retardant or non-combustible.
 Certificates of flame-retardant treatment must be submitted to the CCFD along with samples of materials.
 Certificates must always be kept on property during the entire duration of the program.
- All aisles and exits listed in approved floor plans must be kept clear.

HOTEL SERVICES

BAGGAGE HANDLING

- Individual Arrival & Departure:
 - Arrival: Individual guests will be greeted by Hotel's bell person and given a claim check for their luggage. The guest can call from their room for delivery of luggage when ready to receive.
 - Departure: Guests who wish to store their luggage after checkout can do so at the Bell Desk of any lobby.
- Departure Supplemental Luggage Holding Area A supplemental luggage holding area can be facilitated by the Bell Desk team for \$6.00 per luggage. Group must cover this fee for all their attendees; charged for actual use, with a minimum of 30% of in-house room block required.
 - Example: 1,000 rooms on peak on departure day, so a minimum of 300 x \$4.50 would be charged to the master account, or the actual number of guests using this service, whichever is greater.

CHECK-IN / CHECK-OUT

Check-in time is 3:00 PM and check-out time is 11:00 AM. Requests for early check-in or late check-out are based on availability and not guaranteed.

EARLY DEPARTURES

Guest departure dates will be confirmed upon check-in. Guests choosing to vacate their rooms prior to their departure date will be charged (1) additional night after their date of departure. For example, if a guest departs (3) days prior to their confirmed departure date, the guest will be charged for (1) additional night, not (3) nights.

GUEST ROOM OCCUPANCY

A maximum of (4) guests per room. This policy does not apply to Hotel suites with higher approved guest occupancy.

KEYS

For guestrooms, keycards are issued at the Front Desk upon check-in.

Specialty keycards with Group's company logo can be purchased from Hotels exclusive provider and distributed to your guests. Please do not order keycards on your own, Hotel's preferred vendor is exclusive, and all artwork must be approved by the Hotel. A minimum of twelve (12) weeks lead time is required as well as a minimum order of (500) keys. For more information and pricing, please contact your CSM.

PARKING

Self-parking is complimentary. Hotel has 2 parking garages.

GUEST ROOM DELIVERIES

Please contact your CSM to arrange for room deliveries. Please see below for general pricing:

Individual items: \$3.50Personalized items: \$4.50

SPA

The Spa is an oasis for guests, complete with personalized treatments, immersive facilities and approachable wellness offerings. To book an appointment, please contact our Call Center or book directly on our website. Please contact your CSM for additional information.

HOTEL SERVICES

FITNESS FACILITY

Stay active in our Fitness Center offering the latest technologies in personalized fitness programming, state-of-the-art equipment and a stretch and recovery zone.

IN-ROOM SAFES

Each guest room is equipped with at least (1) in-room safe.

GROUP TRANSPORTATION

All Group arrivals and departures must be communicated to the Group's CSM no later than (60) days prior to the 1st arrival in order to reserve locations. All arrivals and departures are subject to the Hotel's porterage fees of \$7.00 per guest (\$3.50 each way) which will cover baggage handling fees for arrivals and departures. An arrival and departure manifest is due to Group's CSM at least (14) days prior to 1st arrival.

Upon departure, Group can instruct the Hotel to remove all luggage from the rooms (guest must be present) or have each guest bring their own luggage to a designated location.

- Group must provide the following for the vendor they are using:
- Name of company and key contact
- Number of motorcoaches
- Schedule to include dates, times and routes

RIDE SHARE & PUBLIC TRANSPORTATION

All ride shares, taxis, limos and small chauffeured vehicles can drop-off at any of the Hotel's private driveways and porte-cocheres. Ride shares, taxis, limos and small chauffeured vehicles may only pick up in designated Hotel areas. Larger vehicles may not pick-up or drop-off in any of the Hotel's entrances without prior approval.

CHILDCARE SERVICES

Clark County Childcare Regulations prohibit Hotel from offering childcare services on premises. Providing childcare services at the Hotel is unlawful and management will disband any childcare activity discovered on the premises. In addition, Group will be responsible for any fines imposed on the Hotel because of the childcare activity.