

CATERING POLICIES

FOOD AND BEVERAGE: To insure compliance with Clark County Health Department food handling regulations, food will be consumed on the hotel premises at the contracted time. MGM Grand is the sole provider of all food and beverages served in the banquet facilities. MGM Grand is the only authorized party able to sell and serve liquor, beer, and wine on premises. Food and beverage pricing is subject to change without notice. Pricing may be guaranteed up to six (6) months if requested and confirmed in writing.

SERVICE CHARGE AND SALES TAX: Food and beverage prices are subject to a service charge and sales tax at the prevailing rate. Current service charge and sales tax is 21% and 8.15%, respectively. Tax exempt organizations must furnish a Certificate of Exemption from the State of Nevada to the Catering Office at least two (2) weeks prior to the event.

GUARANTEES: Guaranteed number of attendees for all functions must be received by the Catering Office no later than 11:00am PST, three (3) business days (excluding Saturday, Sunday, and National Holidays) prior to the commencement of your functions. You ("Group") will be charged the guaranteed number, or the number of people actually served, whichever is greater. For groups with assigned seating, Group's diagram must be submitted with Group's guarantee. In addition, we ('MGM Grand") will not set up more than 3% above Group's guaranteed number, not to exceed 50 people. If no guarantee is received, the number of guests indicated on the function sheet would be the guaranteed attendance. MGM Grand reserves the right to charge room rental, service charges and/ or relocate your Group to a smaller room if there is a reduction in the contracted numbers.

PAYMENT: To secure the Group's event, MGM Grand requires an estimated 50% non-refundable deposit a minimum of 30 days prior to the event(s). Full payment, based on the anticipated attendance, shall be made in full by cash, company check, money order, cashier's check, or credit card at least fourteen (14) days prior to the event(s). All deposits are non-refundable and will be applied toward liquidated damages and not as a penalty, as a result of any cancellation not due to a Force Majeure event.

LABOR CHARGES:

- Labor Charge of \$200.00 per Chef/Attendant/Carver will be added to the Banquet Event Order (1 Chef per 100 Guests)
- Labor Charge of \$200.00 per Bartender will be added to the Banquet Event Order (1 Bartender per 100 Guests)
- Labor Charge of \$200.00 per Cashier will be added to the Banquet Event Order
- \$500.00 minimum revenue is required per Cash Bar
- Labor Charge of \$250.00 will be added to the Banquet Event Order for a Parquet Dance Floor with a maximum size of 24' x 24'
- Labor Charge of \$500.00 will be added to the Banquet Event Order for a Black and White Dance Floor with a maximum size of 24' x 24'.

COOKING DEMOS AND FOOD PRODUCT DISPLAYS: Please note the following information could be changed by the Clark County Fire Department (CCFD) without prior notice. All information is subject to prior approval by the MGM Grand Conference Center and CCFD. For further clarification, please contact MGM Grand.

Exhibitors are responsible for complying with all Southern Nevada Health Department regulations. The following are the regulation numbers that pertain to exhibition cooking: 96.01.0045, 96.01.0039, 96.02.0000, 96.09.0000, 96.09.0100 and 96.09.0200.

FOOD SAMPLES: For shows (open to the public); Show Management is responsible to obtain an Event Coordinator Permit. Private shows (not open to the public) are not obligated to obtain permits, but must still comply with applicable Southern Nevada Health District regulations, which include, but are not limited to:

- Hand washing must be available with 110 degree water.
- Exhibitors handling food must wash their hands for 20 seconds upon entering their work station.
- Sanitizer must be provided at each booth, and the exhibitor should have knowledge of what sanitizer they are using. Suggested sanitizer is Quat (150-400ppm) or Chlorine (50-00ppm). Test strips should be available to check the levels of the sanitizer.
- All foods must be maintained at proper temperatures: 41 degrees F. or colder or 135 degrees F. or hotter. Stem thermometers must be available to monitor food temperature.
- Suitable utensils or individual portions must be provided.
- Single-service gloves or suitable utensils must be provided for handling of all ready to eat food.
- No smoking or eating is permitted in any booth preparing or serving food. All beverages must have a lid.
- A fire extinguisher must be provided in any area using canned heat, gas or fire.
- Adequate extension cords must be available and stored to prevent electrical shock or a tripping hazard.

MGM Grand Conference Center guidelines for the service of prepared food are as follows:

- Samples are limited to manufactured, processed or distributed products only.
- Food samples are limited to one (1) ounce.
- Beverage samples are limited to two (2) ounces.
- Items used as traffic promoters must be purchased through MGM Grand.
- MGM Grand must approve all samples.
- Each exhibitor intending to serve samples must advise MGM Grand for approval and instructions.
- Corkage and gratuity fees may apply.
- Please address further questions to:

SOUTHERN NEVADA HEALTH DISTRICT - Environmental Health Division

Address: 280 South Decatur Blvd. Las Vegas, NV 89107

Phone: (702) 759 -1000

Website: http://www.southernnevadahealthdistrict.org/index.html

Email: <u>environmentalhealth@snhdmail.org</u>

OUTSIDE/POOLSIDE EVENTS: Due to the architectural nature of the pool area additional lighting charges and labor fees will be assessed for outdoor and poolside events. There is a rental fee for all pool events to cover the costs of labor and lighting. The MGM Grand reserves the right to make the final decision to use indoor facilities in case of inclement weather on the day of the event. Disposable products must be used. Glassware and china are not permitted for outdoor events.

MISCELLANEOUS:

- Any function with an admission charge or fee, or which has merchandise for sale, must be approved and licensed by the Clark County Business License Department. A copy of the Certificate must be presented to the Catering Office at least three (3) business days prior to the event. Please call 702-455-4252 for more information.
- When alcoholic beverages are served, MGM Grand reserves the right to require that all guests
 must be 21 years of age. The MGM Grand reserves the right to refuse the sale of alcoholic
 beverages at all times to anyone. The MGM Grand is the only licensed authority to sell and serve
 liquor for consumption on the premises. Bringing liquor into the hotel is strictly prohibited.
- **Split Entrees**: Selection of the entrees needs to be given to the Catering Office at least seven (7) business days prior to the event. A selection of two (2) entrees will be charged at the highest priced entrée selection. It is the responsibility of the client to identify the guest's choice of entrees by issuing tickets, special seating or badges for the MGM Grand Banquet Department.

- Service Times: Lunch menus are available between the hours of 11:00am and 2:00pm. All events outside this time will be subject to the dinner or breakfast menu selections and prices.
- Coat Rooms/Gift/Ticket Distribution Rooms are subject to availability and will be assessed a \$200.00 rental/labor fee per attendant(s). There is a maximum of 4 hours..
- MGM Grand offers complimentary linen in black, ivory, and boysenberry. If you prefer specialty
 linens they are available at an additional cost. To ensure receipt of specialty linens your Catering
 manager must receive all requests at least three weeks prior to the date required.

SECURITY Should Group desire to provide security for your event, or if it is the type of event for which MGM Grand will require Group to provide security, the security provided must be from a company that is acceptable to MGM Grand. At Group's request, MGM Grand will provide a list of security companies acceptable to MGM Grand.

LOST OR STOLEN PROPERTY: MGM Grand shall not be responsible for losses by Meeting Group, its agents, directors, shareholders, employees, members, attendees, contractors, volunteers, performers or any other party due to theft, damage to, or disappearance of equipment or other personal property, it being specifically acknowledged that such equipment and property is not under the care, custody, or control of MGM Grand.

SHIPPING/PACKAGES: Contact the FedEx Office Business Services Center at 702-388-1132 for charges and information. Incoming packages are to be addressed as follows:

Hold for Guest: (Guest Name & Cell Number) c/o FedEx Office at MGM Grand Las Vegas 4701 Koval Lane Las Vegas, NV 89109 Convention Name:_______Event Dates:

Each package must be labeled with the name of the registered guest who is responsible for the handling charges.

FLORAL, DESIGN, ENTERTAINMENT, TECHNICAL SERVICES AND AUDIOVISUAL: MGM Grand's Floral Department, MGM Resorts Events or our Preferred Partners are recommended to be used for all events requesting floral, design and additional services. Encore Productions is required for events requiring audiovisual equipment. Clients preferring to use outside vendors or equipment will be charged an accommodation fee for these services. All vendors not recognized by MGM Grand as an established vendor must provide proper insurance and Risk Management documentation. Vendors will have the same rights and obligations under the Catering Polices as does the Client.

DECORATIONS, DISPLAYS AND SIGNS: Affixing any materials to the walls, floors, ceilings or furnishings is not permitted. Displays, signs, and/or decorations may not be used unless approved in advance by MGM Grand. If above items are approved, the Client agrees to be responsible for any damage done to MGM Grand property during the time the premises are under the Client's control. Additional charges may be incurred for MGM Grand to handle any banners, posters and signs. MGM Grand will charge fees for any excessive cleanup made necessary by Client's vendor or third party during set-up, event or breakdown.

BALLOONS: The use of helium balloons smaller than 36 inches in diameter is not allowed, but smaller air-filled balloons may be used for decoration and/or handouts. Large helium-filled balloons may be used only if they are securely anchored. No helium balloons or blimps may be flown inside the building. Mylar balloons are not allowed anywhere on property. Helium gas cylinders must be secured in an upright position on safety stands with gauges protected from damage. No overnight storage of helium or compressed air cylinders in the building is allowed. Balloons cannot be released out of doors due to airport flight patterns in the area. A cleaning fee may apply should the balloons be left on property after the event. Please advise your Catering Manager should you be using balloons.

LIABILITY: Organization/Client agrees to protect, indemnify, defend and hold harmless MGM Grand and its employees and agents against all claims, losses or damage to persons or property, government charges, fines and costs (including reasonable attorney's fees) arising out of or connected with the use of the facilities, including but not limited to the installation, removal, maintenance, occupancy or use of the premises, or any part thereof, by Organization, or any guest, invitee or agent of Organization or any independent contractor hired by Organization, except those claims arising out of sole negligence or willful misconduct of MGM Grand.

FIRE MARSHAL REGULATIONS/FLOORPLANS

Clark County Fire Department requires that a floor plan must be submitted for approval by the Fire Inspector and Temporary Occupancy Permits be secured for all meetings or catered events of 300 persons or more. A separate Motor Vehicle permit is also required for fuel burning vehicle. MGM Grand can generate the scale drawings, and apply for the permits on your behalf, provided we have all the necessary audio visual and setup requirements at least 30 days prior to your load-in. Cars, props and décor must be included on submitted floor plans. Floor plans are final once approved by the Fire Department. No additional equipment, tables or décor may be added. However, the Fire Department will allow deletion of equipment, tables and décor from the final floor plan. Regulations of the Clark County Fire Department, Fire Prevention Bureau must be observed in their entirety. Submitted plans are subject to fees per Diagram, per submittal. Please speak with your Catering Manager for the schedule of Fees.

NEVADA CLEAN INDOOR AIR ACT: By Nevada State Law, smoking is prohibited in indoor public spaces. As a result, all of MGM Grand's Meeting Rooms, Ballrooms and Public Promenades are designated as NON SMOKING; this includes all e-cigarettes and vapor cigarettes. The Nevada Clean Indoor Air Act does not provide exemption for private events; therefore, any person or groups using these areas do not have the option of waiving the no-smoking regulations for a closed event. The MGM Grand Conference Center is a non-smoking facility. Designated smoking areas are located at the south and north entrances to the Conference Center.

CANCELLATION CHARGES: Should it be necessary for you to cancel a contracted catering event, the following schedule will apply:

Date of Written Cancellation Notice Received by MGM Grand

Within 14 days prior to arrival From 15 – 45 days prior to arrival From 46 – 90 days prior to arrival From 90+ days prior to arrival Percentage of Damages 100% of Estimated Revenue* 85% of Estimated Revenue* 65% of Estimated Revenue* Deposit on file

*Estimated Revenue is based on created Banquet Event Orders, Food and Beverage Minimum Guarantee or Meal Period Averages, including Beverages.