

# EXHIBIT A

## POLICIES & PROCEDURES

New York-New York Convention Services Department is honored that you have chosen us to host your event. Your Convention Services Manager becomes the main contact for all details involving function arrangements, reservations and billing procedures, as well as, providing recommendations for outside services if necessary. These Policies and Procedures are being provided to help ensure that all guests of New York-New York Las Vegas Hotel & Casino receive uniform excellence in service. Please review them carefully.

### **ACCESS AND RIGHT TO ENTER**

Representatives of Hotel may enter upon and have access to the Function Space at any time. Additionally, officers and authorized employees of governmental agencies may enter the Function Space at reasonable times, when necessary, in the performance of their official duties.

### **AMERICANS WITH DISABILITIES ACT**

The Americans with Disabilities Act (ADA) forbids discrimination against individuals with disabilities. In compliance with the ADA, New York-New York provides reasonable accommodations to allow physically challenged individuals to participate in all activities. Accessible sleeping rooms, wheelchairs, TDD kits, and Braille menus are available. Specific facility questions may be directed to your Convention Services Manager (CSM).

Pursuant to the ADA Act of January 26, 1992, Meeting Group agrees to provide proper ramp access to all elevated exhibit booths and/or nonpermanent staging used for either exhibit or special event purposes. The ramp will meet ADA guidelines regarding both seeing and mobility impaired persons.

Segway scooters (at walking speed only) are permitted in public areas of the hotel only when the operator represents that the equipment is a mobility assistance device for a disability condition. Other operators without reported disability should be advised that the equipment is not accepted for use in public areas, including, but not limited to the Casino, Theaters, Event Center, Restaurants and the Convention Center. In such cases of exclusion, a guest will be offered the use of a balanced wheeled mobility device such as a wheelchair or motorized scooter.

### **AUDIO-VISUAL**

Encore Event Technologies is our preferred audio-visual provider. Encore is located on property to help service your audio-visual production needs. Encore is the exclusive provider of all rigging and power equipment and services. This includes but is not limited to: labor, trussing, chain motors, cables, span sets and all other rigging related equipment. Please contact Encore Event Technologies for quotes and additional information. An outside AV/Production company may work within New York-New York Hotel & Casino as long as they follow our production guidelines and contractor vendor policies. Meeting Group is required to use Encore Event Technologies for all meetings or breakouts or utilize the Client Assurance Package that will include additional fees. A complete listing of equipment and services available from Encore Event Technologies can be found on the New York-New York Hotel & Casino website at [newyorknewyork.com/content/dam/MGM/new-york-new-york/pdf-documents/new-york-new-york-meetings-and-groups-price-sheet.pdf](http://newyorknewyork.com/content/dam/MGM/new-york-new-york/pdf-documents/new-york-new-york-meetings-and-groups-price-sheet.pdf).

### **BROADCAST, TAPE OR RECORD**

Meeting Group may not broadcast (either live or on a delayed basis), tape or record the function for any purpose or by any means without first receiving the prior written permission of Hotel.

## **BAGGAGE SERVICE**

All organized transportation to/from the hotel for arrivals and departures is subject to a mandatory baggage handling charge of \$10.50 per person. This charge covers the handling of baggage both arriving to and departing from the hotel. In the event group requires baggage delivery in an auxiliary area aside from the designated hotel bag drop area, an additional fee will apply. Groups who utilize organized transportation of 25 people or more will pay a mandatory portage based off total arrivals from the peak night on the room block. This is an exclusive Bell Desk function.

- \$10.50 per person for full room block charged to the master account
- \$5.25 per person for arrival or departure only portage

## **BILLDIRECT INVOICING SYSTEM**

New York-New York Hotel & Casino has a simple online invoicing system that enables clients to receive their final invoice in an electronic format. Invoices will now be emailed within 4-6 weeks after the program departs. Once notification is received, just log on and follow the steps. An accounting representative will be there for you every step of the way.

## **WIRE TRANSFER**

Please contact your New York-New York hotel contact for instructions should you choose to forward deposits and payment(s) via wire transfer.

## **CHECK-IN / CHECK OUT**

Guest check-in time is 3:00 p.m. If rooms are requested prior to check-in time, early arrivals will be accommodated, as rooms become available.

Early departure fees will apply upon check-in if an attendee decides to check out prior to their confirmed contracted departure date. The contracted daily rate plus applicable tax for all of the days remaining on their reservation will be charged to the attendee's individual folio.

Check-out time is 11:00 a.m. Our Bell Staff can store luggage on a complimentary basis for those guests who have checked out but are not yet departing the hotel. For those not wanting to stop at the Front Desk on the way out, Hotel guests may utilize the express checkout feature which can be accessed via guest room television or by dropping their room keys into the express checkout key drop boxes located in the hotel elevator banks.

## **CONVENTION SERVICES**

A member of the Hotel Convention Services staff will be in contact with Meeting Group following receipt of the signed agreement. This member of the Hotel Convention Services staff becomes the main contact for all details involving function arrangements, reservations and billing procedures. At the conclusion of the program, Meeting Group will be provided a statement of all charges incurred during the event. Any balance due will be charged to the credit card provided at that time. Any credits due to overpayment or disputed charges will be credited to the Meeting Group's account.

Unless already provided, Hotel requires a tentative schedule of function room requirements to the Convention Services Manager at least forty-five (45) days in advance of the meeting. Any additional requests for function rooms will be on a space available basis. A firm and detailed schedule must be furnished to the Convention Services Manager no later than fourteen (14) days before the program.

## **DAMAGE TO PROPERTY**

Meeting Group shall be liable for any damage, normal wear and tear excluded, to the Function Space, or to any other real or personal property of Hotel, caused by the act or omission of Meeting Group, its agents, directors, shareholders, employees, members, attendees, contractors, volunteers, or performers. Meeting Group will not, and shall not permit others to, drive nails, tacks, hooks, screws, or other items into any part of the Function Space, Hotel equipment or property. Meeting Group shall return the Function Space to Hotel in as good of condition and repair as the same shall have been found when licensed for Meeting Group's use.

## **EARLY DEPARTURE FEES**

Departure dates will be confirmed upon check-in. Guests have the option to change their departure date at this time. Should a guest depart before their scheduled and confirmed departure date, room/tax for one additional night will be charged. Luggage can be stored on a complimentary basis for guests who have checked out, but are not yet departing the hotel.

## **FOOD AND BEVERAGE**

To insure compliance with County Board of Health food handling regulations, food will be consumed on the hotel premises at the contracted time. Ark Restaurant Corporation is the sole provider of all food and beverages served in the facilities/venue. Ark Restaurant Corporation is the only authorized party able to sell and serve liquor, beer and wine on premises. All menu pricing will be guaranteed at time of signing.

## **FOOD AND BEVERAGE TAX AND SERVICE CHARGE**

Prices are subject to a gratuity and sales tax at the prevailing rate. Current service charge is 19%, which is nontaxable, and a 6% administrative fee, which is taxable at the prevailing sales tax rate, currently 8.375%. Tax exempt organizations must furnish a Certificate of Exemption valid in the State of Nevada to the Catering Sales Manager at least two weeks prior to the event.

## **GUARANTEED NUMBER**

When charges are based upon the number of guests attending an event, a guaranteed number of guests ("Guaranteed Number") must be communicated to Catering Sales in writing by 12:00 noon Pacific Standard Time no later than one (1) week prior to the event. Food and beverage will be prepared for the Guaranteed Number. The Guaranteed Number is the minimum number of guests upon which charges for the event will be based and may not be reduced. If no Guaranteed Number is received, the number of guests originally booked for will be considered the Guaranteed Number. A headcount will be performed at the event to determine the final attendance. Client will be charged based upon the Guaranteed Number or the Final Attendance number, whichever is greater.

## **GUEST ROOM NON-SMOKING POLICY**

New York-New York's guestrooms are non-smoking. There will be a \$300 cleaning fee charged for smoking in a standard room and a \$500 cleaning fee charged for smoking in a suite.

## **EXTRA PERSON CHARGE**

A charge of \$35.00 will be added for each guest over double occupancy with a maximum of four (4) guests per room.

## **HOTEL SERVICES**

If Meeting Group desires to utilize any Hotel services, outside of those to be provided by Hotel as expressly provided for herein, Meeting Group will compensate Hotel for such services at agreed upon amounts or actual costs based upon Hotel's prevailing rates at the time of such services. Hotel will bill Meeting Group for contracted services, and such billings shall be due and payable as pursuant to the Agreement.

## **LATE CHECK-OUT FEES**

Late check-out options are available upon request based upon availability.

Check-outs later than 6:00 p.m. will be charged the prevailing rate for the full night, given the availability of rooms.

## **LIQUOR LIABILITY**

The Hotel agrees that its employees and agents shall, at all times, comply with all federal, state and local laws pertaining to the sale, service or furnishing of alcoholic beverages, including, but not limited to, the local law requirement that all employees who serve alcoholic beverages attend a comprehensive alcohol awareness training program. The Hotel represents that Nevada law provides no redress against sellers or furnishers of alcoholic beverages for resulting injuries or damages caused by the acts of intoxicated persons.

## **LOST OR STOLEN PROPERTY**

Hotel 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 Hotel.

## **MGM RESORTS EVENTS**

MGM Resorts Events Productions is a division of MGM Resorts International offering decorating and entertainment services. No meeting or food and beverage event is too large or too small for creative wall treatments, florals, linens, custom designed props and signage. A fully staffed workshop provides convenient one stop shopping for all special events. For additional information, please contact MGM Resorts Events at 702-696-7000.

## **NEVADA CLEAN INDOOR AIR ACT / NO SMOKING LAW**

The Nevada Clean Indoor Air Act prohibits smoking in indoor public spaces. As a result, smoking is not permitted in the meeting and conventions spaces. Additionally, smoking is not permitted in restaurants, lounges where food is served, hotel lobbies, elevators, guest room hallways, theaters, arenas, arcades, retail stores and other indoor public spaces. The Casino floor and certain lounges where food is not served are exempt.

## **PARKING FEES**

At MGM Resorts, our goal is to provide convenient, safe and secure parking for all of our guests. We are investing in new parking technologies that create a better parking experience for visitors to any of our Las Vegas resorts. These investments will ensure that our facilities are bright, clean and easier to navigate than ever before. Whether you are visiting for a few hours or for a few days, parking at any of our Las Vegas resorts should be easy and convenient for all. For further information, please click on [mgmresorts.com/parking/](http://mgmresorts.com/parking/). \*Prices may be higher during special events.

## **PRINTED MATERIALS**

We request that all printed materials concerning Hotel receive approval from your Convention Services or Sales contact prior to sending to your attendees.

## **ROOM DELIVERIES**

Items can be placed inside the sleeping rooms (not outside or under the door) after a guest has checked in. Items will not be delivered prior to arrival. The Hotel will charge \$5.00 per item, per room for all deliveries, subject to change.

## **SAFETY**

The Hotel warrants that it has hard-wired smoke detectors in each sleeping room and meeting room and an automatic sprinkler system in compliance with the Federal Hotel and Motel Fire Safety Act of 1990.

## **SAFE USE OF FUNCTION SPACE**

Meeting Group shall, at all times, conduct its activities in a safe and careful manner, with full regard to public safety, and will observe and abide by all applicable laws (including the Americans with Disabilities Act), ordinances, rules, regulations and requests by duly authorized governmental agencies having jurisdiction, as well as those of the Board of Fire Underwriters or any similar body and Hotel.

## **SPECIAL MEALS**

If those attending the Event have certain dietary restrictions or requests (i.e., lactose intolerant, vegetarian, etc.), Client's contact must notify the Catering Sales Manager prior to executing this Contract of the specific dietary restriction or request so special arrangements may be made. Catering will accommodate Client's request for special meals for an Event whenever possible.

## **SHIPPING AND RECEIVING**

There is limited storage space available at the Hotel. Therefore, shipments to the Hotel more than three (3) days in advance of the arrival date cannot be accepted. Shipments that require special handling should be coordinated with the Convention Services Manager or the Business Services Center prior to shipping. C.O.D. shipments or shipments that require a forklift to unload will not be accepted. All packages should be addressed as follows:

New York-New York Hotel & Casino  
3790 Las Vegas Boulevard South  
Las Vegas, NV 89109

Hold for: Guest Name/Confirmation Number (required)/Company Name

Arrival Date:

Box: # of #

For ease of handling, packages and boxes should not be heavier than 100 pounds. Any boxes that are heavier must receive prior approval from the Convention Services Manager. There is a handling fee for each box sent to and/or from the Hotel. Please contact Convention Services Manager for current fees.

PLEASE NOTE: The New York-New York Receiving Dock is open Monday through Friday from 7:00 a.m. – 3:00 p.m. After hours and weekend services are limited to small Business Center deliveries and/or reduced services through the Bell Desk Supervisor. In addition, deliveries outside of operating hours must be organized by the Service Manager before shipment is arranged.

For standard services/handling and/or non-baggage runs including envelopes and hand carry items to or from the convention center and/or property, the fee will be five dollars (\$5.00) per package/item for up to (four) 4 items. A \$30.00 cart fee to or from any location of the convention center will apply if a cart is needed to transport exclusively non-luggage, non-consumable guest items to or from any location. In the event that more than one (1) cart is needed, the \$30.00 cart fee will apply to each cart that is used to transport all the items.

Fees are subject to change without notice. A labor fee may apply for the delivery and/or retrieval of pallets and/or Weekend/After-Hour/NYNY Hotel postal trips or excessive packaging to a predetermined location within hotel. Please verify with your service manager for any applicable fees. A labor fee will apply for breaking down pallets, building pallets, "Weekend" and/or "After-Hour" NYNY Hotel postal trips or excessive package handling/moving due to a customer's request. In accordance with New York-New York's policy, any unclaimed postal item(s) may be held up to thirty (30) days, after which such item(s) may be discarded. Items held for more than seven (7) days may be assessed a storage fee. \*A processing fee will be required prior to unclaimed items returned to "Sender".

## **SIGNAGE AND DISPLAY ADVERTISING**

Hotel retains exclusive rights to all display advertising within the function space and all other space on the Hotel property. Meeting Group may not advertise within the function space, nor represent to any third party that it may advertise within the function space or on Hotel property and may not place any signage or banners in the function space or on Hotel property without prior written consent of Hotel. In the event Hotel grants its consent for Meeting Group to advertise within the function space or on Hotel property, it shall be a nonexclusive right to advertise. Any signage or banners approved by Hotel may only be hung or posted by the Hotel Property Operations department for a fee of \$50.00 per hour, minimum one (1) hour. It is the policy of Hotel that all signage approved by Hotel must be 28" high x 22" wide and 1/8" thick and must be professionally printed on both sides. No flyers, advertising materials or free samples shall be produced, placed or distributed, without the prior written approval of, and under the conditions established by Hotel. Meeting Group, its agents, contractors and employees, may not affix signage to any wall located on the Hotel property.

## **TRADEMARK**

Neither party is authorized to use any trademark, trade name, or service mark owned or registered by the other party, its parent, subsidiaries or affiliates. Neither party may, without prior written approval of the other party, copy, reproduce, distribute or use any trade name, trademark, copyrighted material, or service mark of the other party, its parent, subsidiaries, or affiliates.

