

GUIDELINES FOR PRODUCTION AND AUDIO VISUAL VENDORS



On behalf of Encore Event Technologies we would like to extend a sincere welcome to New York New York Hotel & Casino!

Encore Event Technologies, is the preferred, in-house event technology provider at New York New York Hotel & Casino. We stand ready to assist you in designing and executing your entire event platform.

We know every inch of the space and work in concert with the property staffs to ensure that your event is a complete success.

Our staff has a reputation for quality service and professionalism. Our goal at Encore Event Technologies is to enhance your events while ensuring that they are both cost effective and successful. If we can be of any assistance, please do not hesitate to contact us.

Again, thank you for considering New York New York Hotel & Casino.

Sincerely,

Encore Event Technologies
New York New York Hotel & Casino
P: 702.236.0382
E: NYNY@encore-us.com

ENCORE

WWW.ENCORE-US.COM

NEW YORK
NEW YORK
LAS VEGAS HOTEL & CASINO

PRODUCTION GUIDELINES

POWER

Encore Event Technologies must handle all connections to the buildings power sources for non-tradeshaw events. This includes all production power for general sessions, entertainment functions and breakout meeting rooms as well as party and banquet functions. Groups will be responsible for all charges for connecting to and usage of the Facility's power sources. The power service fees are a one time fee throughout the duration of the show.

RIGGING

Encore has the exclusive for all rigging to include supplying the truss and motors. All rigging charges for rigging will be the responsibility of the Production or AV Company or Meeting Group needing these services. Our riggers work in teams of 3: 2 high riggers and 1 ground rigger. High riggers provide their own fall protection, especially when climbing into the ceiling. An Encore Event Technologies Rigging Supervisor is required during the installation of any and all rigging/assembly functions. The Rigging Supervisor will be in the room until everything is to final trim height. There is a rigging point charge of \$160.00 per rig point to attach our motor to the ceiling.

BREAK OUT MEETINGS

Audiovisual equipment to be used for Break Out meetings must be provided, delivered, set-up and operated by Encore Event Technologies.

HOUSE AUDIO SYSTEMS

There is a \$53.00 per room per day audio patch fee in order to patch into the house sound. All usage patch fees will be the responsibility of the Production or AV Company or Meeting Group needing these services.

AV EQUIPMENT IN SLEEPING ROOM TOWERS

Audiovisual equipment to be used in any part of the Facility's sleeping room towers must be delivered, set-up and operated by Encore Event Technologies personnel. The Production or AV Company or Meeting Group is responsible for labor costs that may result.

BANNERS & SIGNS

All banners and signs attached to the Facility must be installed and removed by Encore Event Technologies. In the Expo Halls, all banners and signs over 200 pounds that are attached to the facility must be installed and removed by Encore Event Technologies personnel. The Production or AV Company or Meeting Group is responsible for labor costs that may result. Any banners being hung in the public space can only be hung between 10pm- 6am.

NYNY BANNER GUIDELINES

PRODUCTION GUIDELINES

Encore Event Technologies will need the following information TWO WEEKS prior to the load in:

- Vinyl or cloth material
- Quantity
- Size
- Location
- Load in and load out dates and times

All banners and signs attached to the facility must be installed and removed by Encore Event Technologies.

*** Please be advised that there will be NO hanging of signage in any of the public foyer space unless the assigned Convention Service Manager has sent a written approval to the Encore Event Technologies. ***

There MUST be a representative from the client or show management present during the time the banners are being hung to ensure the exact location and height.

Signage hanging will require riggers at a 4hr minimum.

We must have a drawing from the client showing the location of each banner.

NYNY has to know how many, where, and when they are going in and when they are coming out, dates and times. For any banner hang we must have convention services approval of placement. At certain times this may change ONLY if the client has an entire floor or area as their own. However, once again, Convention Services must sign off on all banner placements.

Convention Services compares groups and banner needs ahead of time and must let each group know if they can or cannot hang where they intend to.

We cannot at anytime hang off any Hotel preexisting signage, nor can we attach via velcro or tape to any Hotel signage, columns, registration desks, or walls.

If a client wants to hang in front of or behind a Hotel preexisting sign, it must be 6' in either direction so the sign is readable by other guests in the Hotel.

LABOR GUIDELINES

PRODUCTION GUIDELINES

All labor is based on a four hour minimum.

Labor is an **ESTIMATE** only.

You will be billed on **ACTUAL** labor hours and your contract will be updated on a daily basis. If the final contract total is higher than what was originally signed for, we will need a signed contract for the new amount.

** Changes to scheduled events, including crew calls, may result in additional overtime charges per man scheduled unless notification is received seven (7) days prior to the requested service. **

** Cancellations of any scheduled crew calls WILL result in a four-hour minimum per man scheduled unless notification of cancellation is received seven (7) days prior to the requested service. **

No on-site additions/cancellations will be processed until an official approval is received from an authorized staff member you designate. These revisions **MUST ALWAYS** go through the Sales Manager and Rigging Supervisor.

All lifts, condors or forklifts being operated by Encore Event Technologies labor must be inspected on a daily basis. Every lift must have a sign-in sheet on it that every operator must sign-in on.

720 UNION LABOR GUIDELINES

PRODUCTION GUIDELINES

MINIMUMS

Minimum call is 4 hours.

Minimum call for broadcast is 8 hours.

Increment of payment is ¼ hour (15 min.) for any time worked beyond the minimum call.

Minimum cancellation notice is 24 hours.

Calls can go 6 hours as long as the employee is leaving at that time. Any work beyond that with out a break will result in meal penalty starting after the 5th hour of work continuing until a meal break is given.

BREAKS

Crew shall be granted a paid 10 minute break for each 4 hours worked, however the break shall be given no later than the third hour of each 4 hour period. Breaks need not be granted during a performance, presentation or meeting.

Crew shall not be required to work more than 5 hours without being allow a meal period of at least ½ hour. This time is not considered time worked and will not be charged. Meal periods shall not exceed 1 hour in duration and must be granted no sooner than 2 hours after the call begins. Meal periods may be staggered among members of the crew. Crew returning from a meal period shall be guaranteed 2 hours of work or equivalent pay.

In the event that an employee is not provided with a meal period they shall be paid at a rate of 2x base rate for all ensuing hours until a meal period is provided. The maximum penalty under any circumstance shall not exceed 3x base rate.

Food provided by the Employer at the job site without providing the appropriate time off for a meal period shall be considered an appropriate meal period. The time will be billed as time worked, but not result in meal penalties being charged.

OVERTIME STRUCTURE

Base rate for the first 8 hours (must include a meal break) .

1½ x rate for the next four hours.

2x rate for the next 12 hours.

Triple time after 24 hours continuous.

All time worked in excess of 40 hours in a work week shall be paid at 1½ x base rate.

SHORT TURNAROUND (LESS THAN 8 HOURS OFF)

3x base rate for any time worked within 8 hours from the time the employee was released from the job.

The premium rate of pay will apply until the employee receives a rest period of 8 consecutive hours.

6TH & 7TH DAY

All work performed by crew on their 6th consecutive day of work shall be paid for at 1½ x base rate for the first 8 hours and 2x base rate thereafter. All work performed by crew on their 7th consecutive day of work shall be paid for at 2x base rate. However, an employee shall not be replaced to avoid 6th and 7th day premium pay.

PAID HOLIDAYS

New Years Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day - all work performed on these days shall be paid at 2x the base rate.

STEWARDS

When the total number of crew on a job reaches 20 a non-working steward is required to administer the contract in the absence of a Business Representative of the Union.

COMPOUNDING

There shall be no compounding or pyramiding of overtime pay or other form of premium compensation which shall exceed 2x the base rate of pay, except in cases of 24 consecutive hours of work, a meal penalty or minimum turnaround, in which case the highest rate of pay shall be 3x the base rate.

TERMS AND CONDITIONS

These General Terms and Conditions apply to any proposal, quote, order and/or agreement relating to audiovisual, internet and/or related equipment ("Equipment") rented by Client from Encore, as well as any audiovisual, internet, production and/or related services or labor ("Services") provided by Encore. These General Terms and Conditions incorporate by reference any attached or related proposal, quote, order, schedule, contract, change of work order and/or commencement of work and shall constitute the entire agreement ("Agreement") between Encore and Client (individually "Party" and, collectively, "Parties").

1. DEFINITIONS

For purposes of this Agreement, "Encore" means Encore Event Technologies, LLC and its employees, members, managers, officers, agents, assigns, affiliated companies, related entities and any subcontractors appointed by Encore. The term "Client" means the Client, its employees, officers, directors, managers, members, guests, invitees, agents, representatives and any Client Appointed Contractors ("CAC").

2. PAYMENT TERMS

Client agrees to pay Encore all charges in this Agreement, including any and all Equipment, Services and/or labor overages. Payment is due and payable in full upon signing this Agreement, unless Client has established a Master Account with the venue that includes Encore's Equipment and/or Services in which case all charges shall be billed to Client's Master Account pursuant to the terms set forth by the venue and due and payable to the venue upon conclusion of the event. Any direct bill or open account requires prior credit approval and may require a deposit prior to the start of the event. Any deposit received from Client shall be credited to the final invoice for the event. All invoices not paid in full within 30 days of the invoice date shall bear a finance charge at the lesser of the maximum rate allowed by applicable law, or 1.5% per month.

3. ESTIMATES AND CHARGES

In connection with this Agreement or any contract entered into between Encore and Client:

- Any estimate provided to Client in connection with the expected service hours, labor hours and/or number of days the Equipment is rented is solely an estimate. In the event the actual hours, actual quantities of Equipment rented hereunder or actual days the Equipment is rented is greater than the amount indicated in any proposal or quote, Client will be charged for those overages at Encore's standard rates, less any applicable discounts. A day's rental period is all or any portion of each 24-hour period starting at 07:00 and continuing through 06:59 the following day.
- Labor rates are based upon prevailing rates and practices at the particular venue location where the event is held. All labor estimates, rates and minimum labor calls are based on local venue rules and/or local union rules, as applicable.
- All Equipment and materials are on a rental basis for the duration of the event and shall remain the property of Encore, except where specifically identified as a sale.
- Unless specifically stated in the Agreement, the charges herein do not include any electrical charges that may be incurred or charged by the event facility due to the extent of the event's audiovisual requirements. Client may be charged for such electrical charges upon conclusion of the event.
- If Client is exempt from the payment of sales or other applicable tax, a tax exemption certificate must be submitted prior to the commencement of the event. If Client fails to timely submit an applicable tax exemption certificate, the sales or other applicable tax shall be due and payable at the time of final invoice.
- If applicable, a service charge or AV house charge is included to allow Encore to provide the necessary event support required to execute successful meetings and events including immediate on-site support, pre-event planning and preparation and coordination with our hotel partners. The entire service charge or AV house charge is for administrative costs and is not a gratuity in whole or part to employees of Encore or any other party.

4. DAMAGE TO EQUIPMENT

Client agrees that, prior to the beginning of the event, it shall have the right to review and inspect the Equipment with Encore personnel to confirm it is in good operating condition. Client shall immediately notify Encore if any Equipment is defective or not in good operating condition. Client's failure to review or inspect the Equipment prior to the start of the event or notify Encore if the Equipment is defective or not in good operating condition shall be deemed an acknowledgment that the Equipment is in good operating condition. Client agrees to pay for all damages because of lost, damaged or stolen Equipment, including loss or damage caused by Client's accident, misuse or neglect, based upon repair costs for repairable Equipment or full replacement cost for lost, stolen or irreparable Equipment. However, should the Equipment listed on this Agreement be damaged, lost or stolen due to Encore's sole negligence, Encore shall be responsible for the repair or replacement of the Equipment. In no event will Encore be liable for any Client damages or loss caused, in whole or in part, by the loss, malfunction or damage to any Equipment.

5. SUBLEASE

With the prior written consent of Encore, Client shall have the right to sublease the Equipment and, in the event of a sublease, Client shall be fully responsible for all insurance on, repair and replacement of, and reclamation of the Equipment. Encore reserves the right to replace the Equipment at Client's expense at full retail value if the subleased Equipment is lost, damaged or untimely returned.

6. EQUIPMENT HANDLING/SURRENDER

All Equipment may only be handled and operated by Encore personnel unless authorized by Encore. Equipment may not be moved, stored or serviced by Client or any other party. Client agrees that Encore shall have the right to enter the premises where the Equipment is located and shall have access to the Equipment at all times for the purposes of set, strike, maintenance and routine checks. On the expiration or earlier termination of this Agreement, the Equipment shall be returned in good repair, condition and working order, subject only to reasonable wear and tear. If Client brings its own computer to be used for presentation purposes during the event, Encore recommends the computer be tested with

the event Equipment to ensure compatibility.

7. CONDITION OF EQUIPMENT

Encore maintains and services the Equipment in accordance with manufacturers' specifications and industry practice. However, Encore does not provide any express or implied warranty for the Equipment or Services, including any warranty of fitness for a particular purpose or merchantability, and it does not warrant or guarantee that the Equipment, Services or labor being provided will be free of defect, malfunction or operator error. If the Equipment malfunctions or does not operate properly during the event for any reason whatsoever, Client agrees to immediately notify Encore's on-site representative. Encore will attempt to remedy the problem as soon as possible so that the event is not interrupted. Client agrees and acknowledges that Encore shall not be liable and assumes no responsibility for any loss, cost, damage or injury to persons or property in connection with or as a result of inoperable or malfunctioning Equipment or otherwise.

8. DAMAGE WAIVER

If elected by Client and included in this Agreement as an additional fee, Encore agrees to waive any liability of Client for loss or damage to the Equipment. This waiver will not apply if it is determined the loss or damage was intentionally caused by Client, in which case Client will be fully responsible for all such loss or damage.

9. INTERNET/NETWORK EQUIPMENT AND SERVICES

In the event this Agreement includes internet/network equipment and/or services, Client understands and agrees as follows:

- Every device connected to the internet/network must have a purchased IP address from Encore, regardless of whether the IP address is used or not;
- No servers or routers are allowed including, but not limited to, NAT, DHCP and proxy servers.
- Encore reserves the right to disconnect any equipment that, in Encore's sole discretion, is found to be causing overall network problems without any refunds for services that have been disconnected;
- Client agrees not to share, resell, extend, bridge or otherwise misuse Encore's connections and/or services. Encore, in its sole discretion, reserves the right to disconnect any Client found to have violated this Agreement or usage equipment without any refunds for services that have been disconnected;
- Specific service location is defined as the area in the booth/room or other area designated by the Client. Service extended beyond rooms, air walls, doorways, walkways or 50' distance from the drop point will require an additional location and incur an additional fee;
- Encore is not responsible for any cable and/or equipment provided by Client or any third party;
- The network may only be used for lawful purposes and in accordance with these terms and conditions. Transmission of any materials in violation of any local, state, federal or international laws or regulations is strictly prohibited. This includes, but is not limited to, copyrighted materials, materials judged to be threatening or obscene, or materials protected by trade secrets;
- WIRELESS (802.11) DECLARATION.** Wireless internet service is inherently vulnerable to interference from other devices that transmit similar radio frequency signals or that operate within the same frequency spectrum. Encore cannot guarantee that interference will not occur. Encore does not recommend wireless service for mission critical services such as product presentations or demonstrations. For demonstrations or to present products and other mission critical activity via the internet, Encore highly recommends Client purchases hardwired services such as a Room/Booth Connect or Event Connect. If you are unsure which product best suits your needs, please contact Encore's on-site representative.
- ALL WIRELESS ACCESS POINTS NOT AUTHORIZED BY ENCORE ARE PROHIBITED.** Client provided access points are prohibited for use within the event facility without Encore's prior approval. Wireless access points without adjustable power outputs are prohibited under all circumstances. If a Client wishes to showcase its wireless products, it must contact Encore at least 14 days prior to the start of the event so that Encore may attempt (with no guarantee) to engineer a cohesive operating network that limits or controls interference. Approvals may incur a site survey fee.

10. CANCELLATION

Unless otherwise agreed to in writing, if Client cancels the scheduled event more than 30 days prior to the start of the event, Client will not be charged any cancellation fee, except for any out of pocket expenses incurred by Encore. In the event of a full or partial cancellation less than 30 days, but more than 72 hours, prior to the start of the event, Client shall pay Encore 50% of the price set forth in the Agreement, plus any out of pocket expenses incurred by Encore. In the event of full or partial cancellation less than 72 hours prior to the start of the scheduled event, Client shall pay Encore 100% of the price set forth in the Agreement. ALL CANCELLATIONS MUST BE MADE IN WRITING AND RECEIVED BY ENCORE'S ON-SITE REPRESENTATIVE BEFORE BECOMING EFFECTIVE

11. CLIENT MATERIAL HANDLING

Unless this Agreement includes or contemplates Encore's handling of Client's materials, Client shall not ask Encore to handle or assist in handling Client's materials and Encore

TERMS AND CONDITIONS

assumes no responsibility for loss, damage, theft or disappearance for any such materials. In the event Encore handles Client's materials as part of this Agreement, Encore's maximum liability for loss or damage to such materials and Client's sole and exclusive remedy is limited to \$.50 (USD) per pound per article with a maximum liability of \$100.00 (USD) per item, or \$1,500.00 (USD) per shipment, whichever is less. All shipment weights are subject to correction and final charges determined by the actual or re-weighed weight of the shipment

12. DEFAULT

If Client fails to pay rent or otherwise fails to observe, keep or perform any provision of this Agreement, or if Client should enter into voluntary or involuntary bankruptcy or receivership or other legal impediment that could impair the Equipment, Encore shall have the right to:

- (a) Immediately reclaim the Equipment and declare the entire amount of rent immediately due and payable without demand or notice to Client. Client waives any damages occasioned by such reclamation. Any reclamation shall not constitute a termination of this Agreement unless Encore expressly notifies Client in writing;
- (b) Sue to recover all amounts owed or accruing to Encore;
- (c) Terminate this Agreement as to any or all items of Equipment or Services and recover the full price of the Agreement; and/or
- (d) Exercise any other remedy at law or equity. All such remedies are cumulative and may be exercised concurrently or separately. The exercise of any remedy shall not release Client from this Agreement and Client shall remain liable for the full performance of all obligations to be performed by Client under this Agreement.

13. GOVERNING LAW AND VENUE

Any and all claims, actions, disputes or controversies arising out of or related to this Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to conflict of laws provisions. Any and all claims, actions, disputes or controversies arising out of or related to this Agreement shall be litigated only in the appropriate state or federal court situated in Clark County, Nevada. The Parties submit to the exclusive jurisdiction and venue of such courts for purposes of any such action and the enforcement of any judgment or order arising therefrom. Each Party further waives any right to a change of venue or any objection to the jurisdiction of the state and federal courts located in Clark County, Nevada.

14. ATTORNEYS' FEES AND COSTS

In the event of any dispute or action related to or arising out of this Agreement, the prevailing Party shall be awarded reasonable attorneys' fees and costs, court costs, Equipment recovery costs and storage charges.

15. INDEMNIFICATION

Client agrees to fully defend, indemnify and forever hold harmless Encore from and against any and all claims, causes of action, fines, penalties, damages, liabilities, judgments and expenses (including, but not limited to, attorneys' fees and costs) arising from Client's

and/or CAC's: (a) negligence or willful misconduct; (b) violation of any applicable federal, state or local law or ordinance; (c) violation of any show or event rule, policy or regulation published or set forth by the show or event venue; and/or (d) copyright, patent or other intellectual property infringement including, but not limited to, any and all claims related to Encore's use of materials, recordings, videos, transmissions, software, and/or hardware provided by Client.

16. LIMITATION OF LIABILITY

In no event will Encore be liable to Client or any other party for any special, exemplary, incidental or consequential damages (including, but not limited to lost profits, earnings, use or data), whether in contract, tort or otherwise.

17. FORCE MAJEURE

The Parties' performance under this Agreement is subject to war, threat of war, terrorism, disasters, acts of God, government regulations, strikes, labor disputes, civil disorder, curtailment of transportation facilities, or any other emergency of comparable nature beyond the Parties' control, making it impossible, illegal or materially impractical to perform its obligation under this Agreement and which requires the event to be postponed or canceled ("Force Majeure Event"). Both Parties agree that, if possible, the event that is the subject of this Agreement will be rescheduled at the first available opportunity suitable for each Party. In the event the Parties are unable to reschedule due to a Force Majeure Event, this Agreement may be terminated upon reasonable written notice without a cancellation charge as set forth herein, except that Encore shall be entitled to reimbursement of all actual costs incurred and actual services rendered pursuant to this Agreement.

18. SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or inoperative as a matter of law, the remaining provisions shall remain in full force and effect and be construed as though such unenforceable or inoperative provisions had never been a part of this Agreement.

19. SURVIVAL

All provisions of this Agreement related to indemnification, disclaimers and limitations on liability and all other obligations of the Parties that arise in connection with Encore's provisions of Equipment and/or Services survive the termination of this Agreement.

20. ENTIRE AGREEMENT

This Agreement contains the Parties' entire understanding and may not be modified except in writing signed by both Parties.

ENCORE

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