### **POLICIES & PROCEDURES**

# ACCESS AND RIGHT TO ENTER

Representatives of the 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.

# **ADDITIONAL PERSON CHARGE**

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

# **ADDITIONAL LABOR CHARGES**

Additional labor charges may be incurred if a group requests changes to the room setup after the room has been set up. Luxor will do their best to accommodate the room setup changes; however, it will be based on business levels and availability of our convention staff. At the time the change is requested, your Convention Service Manager will advise whether the room setup change can be accommodated, the approximate time it will take to complete the changes, and if additional labor charges will apply.

#### **AMERICANS WITH DISABILITIES ACT**

Hotel shall, with respect to its performance required under your contracted agreement, to the best of its knowledge, comply with all laws including The Americans with Disabilities Act and the Hearing Capacity Act of 1988 and the regulations and guidelines. Group warrants to hotel that the Client, its agents, contractors and employees, and their functions within the function space and hotel complex, in connection with your contracted agreement, will follow the requirements of the above referenced laws, except to the extent that the set-up or operation is controlled by the Hotel.

We will work with you to meet the ADA requirements specific to your function. 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 Mandalay Bay public areas, including, but not limited to the tradeshow halls at the Mandalay Bay Convention Center. Use of a Segway may be excluded in areas that are high foot traffic venues. This includes 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.

# **ANIMALS**

Permission for any domesticated animal (cats and dogs) to appear in a convention or trade show must first be approved by you and then by the CSM/EMM. Additional insurance may be required. Non-domesticated/exotic animals will be considered on an individual basis. Consult your CSM/EMM regarding any non-domesticated/exotic animal requests. Seeing eye/assistance animals are always permitted.

# **AUDIO VISUAL**

Encore Event Technologies is our preferred audio-visual provider. Encore is located on the 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 Luxor Hotel & Casino if they follow our production guidelines and contractor vendor policies. Meeting Group is required to use Encore Event Technologies for all meetings and breakouts or utilize the Client Assurance Package that will include additional fees.

### **BAGGAGE SERVICE - INDIVIDUAL**

Guests arriving individually are greeted at the front door by hotel bell staff and given a claim check for their luggage. The guest will then call from their room to arrange for the delivery of luggage.

# **BAGGAGE SERVICE - GROUP**

Guests arriving in a single group or in "batch" arrivals will arrive at Hotel's North entrance and are subject to a mandatory baggage handling charge, currently \$8.00 per person and subject to change. This charge covers the handling of baggage both in and out of the hotel.

## **BROADCAST, TAPE OR RECORD**

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

# **CATERING FOOD AND BEVERAGE**

To ensure compliance with County Board of Health food handling regulations, food will be consumed in the banquet facilities at the contracted time. Hotel is the sole provider of all food and beverages served in the banquet facilities. The hotel is the only authorized party able to sell and serve liquor, beer, and wine in the banquet facilities. Food and beverage pricing is subject to change without notice. Pricing may be guaranteed for up to three (3) months if requested and confirmed in writing.

Group agrees that by signing the check for food, beverage, and/or other services, Group acknowledges the fact that there is no dispute over such services and Group is solely responsible for the payment of the total amount due.

### **CATERING GUARANTEES**

Guaranteed numbers of attendees must be received by the Catering Office no later than 12:00 p.m. Pacific Time, three (3) business days (excluding Saturday, Sunday, and National Holidays) prior to the commencement of your event(s). A group will be charged the guaranteed number, or the number of people served, whichever is greater. For groups with assigned seating, Group's diagram must be submitted with Group's guarantee. The hotel will be set for no more than 5% above the Group's guaranteed number. If no guarantee is received, the number of guests indicated on the Banquet Event Order will be the guaranteed attendance. The hotel reserves the right to charge room rental, service charges and/or relocate Group to a smaller room if there is a reduction in the guaranteed numbers.

# **CATERING SERVICE CHARGES**

Bartenders: \$200.00 each (1 per 100 guests)
Cashier: \$200.00 each (1 per 100 guests)

Attendant/Chef/Carver: \$200.00 each

No changes to the menu will be permitted within two (2) weeks of the event. Should an exception be requested, an additional service charge may be applied.

### TAX, SERVICE CHARGE AND ADMINISTRATIVE FEE

Catered food and beverage prices are subject to a 19% SERVICE CHARGE which is nontaxable and a 5% ADMINISTRATIVE FEE, which is taxable at the prevailing sales tax rate, currently 8.375%. Tax-exempt organizations must provide a Certificate of State Exemption to the Catering Office at least three (3) weeks prior to the event. Service charges, administrative fees and sales tax are subject to change without notice.

Tax exempt organizations must furnish a Certificate of Exemption to the Catering Office at least two (2) weeks prior to the event

### **CATERING AND CONVENTION SERVICES**

The Catering and the Convention Services Department will be in contact with Meeting Group following receipt of the signed agreement. The Executive Meeting Manager becomes the main contact for all details involving function arrangements, food and beverage, reservation, and billing procedures, as well as providing recommendations for outside services if necessary.

### **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 or Hotel equipment or property. Meeting Group shall return the Function Space to the Hotel in as good condition and repair as the same shall have been found when licensed for Meeting Group's use.

### **DISPLAYS, SIGNS AND DECORATIONS**

Displays, signs and decorations must be of professional quality and may not be used unless hotel approves them in advance. Affixing any materials to the walls, floors, ceilings, or furnishings is not permitted. Decor of any kind that causes damage to the property is prohibited. The Meeting Group agrees to be responsible for any damage done to the Hotel during the time the premises are under the Meeting Group's control. This also includes any excessive cleanup made necessary by Meeting Group and/or decorators/outside agencies during set-up or teardown. Decorations using candles or flames are prohibited.

### EARLY CHECK-IN /LATE CHECK OUT

Check-in time is 3:00pm and checkout is 11:00am. If rooms are requested prior to 3:00pm at the time of check-in, they will be accommodated based on availability at no additional charge. Any guest wishing to guarantee early check-in will have the option to pay an early check-in fee at the time of booking based on availability.

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 and tax for those additional nights will be charged. Luggage can be stored on a complimentary basis for guests who have checked out but are not yet departing the hotel.

# **FLOORPLANS**

Floor plans for events with 300 people or more must be approved by the Clark County Fire Department forty-five (45) days prior to the date of the event(s). Therefore, all decorations, audio visual, and room setup requirements must be received by the Catering Department or Convention Service Manager no later than forty-five (45) days before the event(s). A service charge will be added to the check for each floor plan submitted for approval. If requirements are not received by hotel forty-five (45) days prior to function(s), the room set-up will be at the Hotel's discretion.

# SHIPPING/FREIGHT

All shipping of parcels and packages Business Center FedEx Office. The hotel is unable to receive, store, or ship freight which is larger than a standard pallet (40" x 48") unless special arrangements have been made. All packages can be arranged to be delivered to your meeting room. The Hotel Catering and Convention Services Departments must be notified of any incoming packages and freight at least seven (7) days prior to the arrival of the shipment. Please contact your manager for pertinent information regarding shipping procedures and fees.

# **GIFT CARDS**

MGM Resorts International gift cards are available in any denomination should you wish to purchase them for your attendees. The cards are redeemable at participating merchants at participating MGM Resorts International Properties. Gift Cards are not refundable or redeemable for cash, credit, or gaming activity. Contact your manager for additional details.

### LIVE ENTERTAINMENT TAX:

Live Entertainment Tax must be applied to any events where public admissions are being charged and the event is defined as Entertainment per the Nevada Revised Statutes under the oversight of the Nevada Gaming Board. Live Entertainment Tax must be collected by Luxor as we are required to collect and remit all taxes for entertainment events occurring on the premises. All events must be reviewed by the Luxor Compliance Team to determine the applicability of LET. The current LET tax rate is 9%.

The Nevada Gaming Board requires all ticketing systems to be approved by the Gaming Control Board. Therefore, all events subject to LET must use the Luxor Ticketing system to be compliant with the Nevada Gaming Board regulations. Please contact your Convention Service Manager for more details and to put you touch with our ticketing department to set up your ticket sales.

## **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.

#### MEETING GROUP ENTERTAINMENT

Meeting Group acknowledges that Hotel has a reputation for offering high-quality entertainment and services to the public, is held by a publicly held company, is subject to regulation and licensing, and desires to maintain its reputation and receive positive publicity concerning Meeting Group's functions. Consequently, prior to contracting with any entertainer or production company to provide entertainment at its function(s), Meeting Group shall obtain the hotel's written consent for the entertainment, which consent shall not unreasonably be withheld. In contracting for entertainment, Meeting Group agrees that any such entertainment will comply with Hotel's normal policy regarding risqué or questionable material and that no disparaging remarks toward gaming, hotel, its Directors, Officers, or Employees or those of any affiliate of hotel shall be made.

#### MGM RESORTS EVENTS PRODUCTIONS(MREP)

An exceptional advantage for our clientele stems from the partnership philosophy existing from within the MGM Resorts International Corporation. Luxor exclusively recommends MGM RESORTS EVENTS PRODUCTION to design and produce décor and graphic elements for your meetings and events. MGM RESORTS EVENTS operates a full-service design facility. Here, floral, graphics, and carpentry departments, a warehouse full of spectacular themes, and dynamic sales and wedding professionals are available to meet your every need. Experience a glimpse of MGM RESORTS EVENTS' award-winning work by visiting www.mgmresortsevents.com. For more information, please contact MGM RESORTS EVENTS at 702-696-7000.

### **NETWORK AND INTERNET CONNECTIONS**

Meeting Group may not attach any hardware or software to any networking and Internet access services provided by Hotel, or allow its attendees to do so, other than hardware and software approved by Hotel or end user equipment (such as laptops and mobile phones, but not routers or networking equipment) owned by attendees that agree to any applicable terms of use required to access the services. If the Meeting Group is permitted by Hotel to attach a router or other wireless networking equipment to Hotel's network, it shall not use a network identifier (i.e., a Service Set Identifier or SSID) that contains the Hotel's name without approval from Hotel, or other name to which Hotel reasonably objects. Hotel may require Meeting Group or its attendees to remove any hardware or software from Hotel's network or otherwise prevent hardware or software from connecting to Hotel's network without notice and without refund

### **NEVADA CLEAN AIR ACT**

Smoking is not permitted in any other indoor public space, including restaurants, lounges where food is served, hotel lobbies, elevators, guestrooms, guestroom hallways, theaters, arenas, arcades, retail stores, meeting and convention areas, and other indoor public spaces.

# **PARKING**

Vehicles that are self-parked at any MGM Resorts parking facility for longer than one hour will be subject to a parking fee:

Self-Parking	Mon -Thu	Fri-Sun
0 to 60 minutes	No charge	No charge
Over 1 to 4 hours	\$15	\$20
Over 4 to 24 hours	<b>\$</b> 18	\$23
Over 24 hours	\$18	\$23
(Daily rate for each additional day or fraction thereof)		
Weekend rates do not apply to Hotel Guests		
NEVADA RESIDENTS receive the first 3 hours of self-parking at no charge with a valid Nevada driver's license at thereafter.		•

Valet	Mon -Thu	Fri-Sun
Uniform flat rate for all MGMRI Las Vegas properties	\$35	\$40
Yielding valet fee for weekends due to increase demand		

Self-parking is complimentary for MGM Rewards members level Pearl and higher and valet parking is complimentary for MGM Rewards members level Gold and higher. All complimentary parking is subject to availability.

For registered hotel guests, the 24-hour parking fee (self or valet) includes "in and out" privileges at the guest's originating MGM resort and also includes the same "in and out" parking privileges at any other MGM resort within the same 24-hour period, subject to availability.

Parking fees are subject to change and parking is subject to availability.

### **PRINTED MATERIALS**

We request that the Hotel Sales Manager review and be placed on your mailing list to receive all materials concerning Hotel. In this way, we can share with our staff all printed materials in the possession of your prospective attendees.

### **ROOM DELIVERIES**

Items will 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. All deliveries will be charged \$2.50 per room per item. Heavy or larger items may incur an additional cost.

### 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.

### **SALE OF MERCHANDISE**

Meeting Group may not utilize Hotel function space or property for the purpose of selling merchandise or services without the prior written approval of, and under the conditions established by Hotel, Meeting Group, its agents, contractors, and employees. All permits and licenses required by law for such activity in Clark County are the sole responsibility of Meeting Group. A copy of the certificate must be presented to the Catering Office two (2) weeks prior to the event.

## **SECURITY**

Hotel does not assume liability for any items left unattended in the function area. Hotel may require security officers for certain events. To maintain adequate security measures, Group may be required to hire Hotel security personnel as determined by the Hotel Director of Security.

Security Officers are available to assist groups with private security needs. Although security coverage within your contracted space is generally at your discretion, Hotel reserves the right to require specific coverage, when and where it is deemed to be necessary. A minimum of two weeks' notice of your security requirements is required to ensure proper scheduling of personnel. Please note that Hotel is the sole provider of security for meetings and events and does not permit the use of outside security companies. Please contact your Convention Services Manager and/or Catering Manager for details regarding Hotel Security.

## 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 must be professionally made and may only be hung or posted by the Hotel Audio Visual department (subject to charge). 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.

## **SMOKING POLICY**

Smoking is not permitted in any part of the Hotel function area. A designated smoking area is available outside of the function area on the casino floor.

### **SUITE POLICIES**

Maintaining the integrity of suite furniture arrangement is vital. Furniture, fixtures, artwork, etc. may not be moved or removed. Additional furnishings, including folding tables, may not be added to suites. As many as two (2) chairs may be rented on a daily basis. Contact your sales or service manager for details.

Please note exhibits and displays are not permitted on guest room floors or in the suites, and signage is not permitted in the corridors, elevator foyers, or on doors. Furthermore, taping or affixing of any materials to walls, floors or ceilings is not permitted.

Food and beverage for suites should be ordered well in advance of your arrival through the Hotel In-Room Dining. No outside company or vendor will be permitted to provide items or catering for the suites. Please be advised suite numbers cannot be pre-assigned or confirmed in advance.

# **TRADEMARK**

Neither party is authorized to use any trademark, trade name, nor 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.

# **WIRE TRANSFER INSTRUCTION**

Should you choose to forward deposit(s) and payment(s) via bank wire transfer, please follow the procedure outlined below. All funds should indicate the group name and be directed to your Hotel sales contact. The bank information is outlined below:

ABA #: 026009593

ACCOUNT #: 501012629871

ACH #: 122400724 SWIFT #: BOFAUS3N

Parent Company: MGM Resorts International C/O Ramparts, Inc. DBA Luxor Hotel Casino

Bank of America

300 South 4th Street, Suite 502

Las Vegas, NV 89101

When transferring funds, a processing fee will automatically be deducted from the funds. Please note that a transfer fee will be applied and deducted based on your bank's standard fees.