# CATERING AND CONFERENCE SERVICES POLICIES AND PROCEDURES

The MGM National Harbor Catering & Conference Services Department is honored that you have chosen us to host your event. Your Catering & Conference Services Manager (CCSM) becomes the main contact for all details involving menu selections, Function Space assignments, reservations, billing procedures, and other recommendations as necessary.

These Policies and Procedures are provided to help ensure that all guests of MGM National Harbor receive uniform excellence in service. Please review them carefully.

## ACCESS AND RIGHT TO ENTER

Representatives of MGM National Harbor 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 GUEST CHARGES

A charge of \$40.00 will be added for each guest over double occupancy 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. Your CCSM will advise whether or not the room setup change can be accommodated, the approximate time it will take to complete the changes, and if additional labor charges will apply.

Attendant/Chef/Carver: \$225.00 Auxiliary Satellite Storage: \$80.00

Bartender: \$225.00 (1 per 100 guests)
Cash Bar: \$650.00 minimum per bar

Coat Check: \$225.00

Sushi Chef: \$500.00 (1 per 75 guests)

Please note minimum per hour charges do apply. Prices do not include applicable sales tax.

#### AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act (ADA) forbids discrimination against individuals with disabilities.

In compliance with the ADA, MGM National Harbor provides reasonable accommodations to allow individuals to participate in all MGM National Harbor activities. Accessible sleeping rooms, wheelchairs, and TDD kits are available upon request. Specific facility questions may be directed to your CCSM.

#### ANIMALS

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

## **AUDIO VISUAL**

Encore Event Technologies (Encore) has the most experienced management and technical staff in Maryland and a comprehensive inventory of state-of-the-art equipment at very competitive prices. Technical staff is available 24 hours a day, seven days a week. Encore is the on-site preferred provider for all audio visual equipment associated with meetings, breakouts and exhibits and is the exclusive provider for the following services: truss & rigging, staging & lighting, electrical, telecommunications and internet connections (provided that attendees may use personal devices to connect to the Internet on unlicensed frequencies and third-party networks not controlled by MGM National Harbor or the Group or its affiliates). Any damages caused by Group, Group's attendees and Group's production/audio visual supplier will be the responsibility of the Group. Should Group chose not to use Encore for all meeting space, they must utilize the Client Assurance Charge that will include additional fees of \$350 per room/per day. Any equipment or labor Group proposes to utilize at the Hotel must be approved in advance by Encore.

#### **BAGGAGE HANDLING**

Guests arriving individually are offered complimentary luggage delivery service upon arrival. Guests will have the option of having their luggage delivered or have it stored at the Bell Desk. In the event of a group arrival, a mandatory arrival and departure baggage handling charge applies. Please contact your CCSM for current rates. Porterage charges are \$5 per guest for check-in and \$5 per guest on check-out. Prices are subject to change.

### **BALLOONS**

Mylar balloons are not allowed 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 outside due to airport flight patterns. Please advise your CCSM should you plan to use confetti or balloons as a \$1,000 cleaning fee will apply.

### VIDEO/PHOTOGRAPHY

If you plan to have professional videography or photography services during your event, please let us know in advance before your program begins. Per our corporate guidelines, all videography/photography within the footprint of your contract is approved, however, anything outside of those parameters must be reviewed and approved by our communications team. If approved, a member of our communications team must be in attendance escorting your videographer/photographer during the duration of the shoot.

#### **MEDIA**

If you plan to have media in attendance at your meeting or conference, you must notify us in advance of your event. Our communications team must be aware of all media on-site, even within the contracted space for your event.

#### BROADCASTING/TAPING/RECORDING

Group may not broadcast (either live or on a delayed basis), tape or record on Hotel property for any purpose or by any means without receiving written permission from MGM National Harbor. Please contact your CCSM for details.

# **CABLES AND WIRES**

In the event electrical power drops, television cables, telephone cords or other such cables and wires must be laid on the floor or in public traffic areas appropriate cable bridges and/or low-adhesive tape must be installed. All 110-volt extension cords shall be three-wire (grounded), #14 or larger AWG, copper wire. Cords must not support connectors. Two-wire "Zip Cords" are not permitted other than factory-installed appliance connectors; these may not exceed six feet in length and must be UL- approved. Cube tap adapters are prohibited. Multi-plug adapters must be UL-approved and have built-in overload protection. Connectors must not be used to exceed their listed ampere rating. All temporary electrical wiring must be accessible and free from debris and storage materials.

## CASH ADVANCES (PAID OUTS)

For more detailed information regarding cash advances, please see your CCSM.

MGM Resorts International is subject to strict state and federal currency reporting and handling laws. Cash advances require positive identification and may be reportable to the Maryland Gaming Commission, U.S. Treasury, and the IRS.

## CHECK-IN/CHECK-OUT

Check-in time is 3:00 p.m. and check-out is 11:00 a.m. If rooms are requested prior to check-in time they will be accommodated based on availability. Departure dates will be confirmed upon check-in. Should a guest depart before their scheduled and confirmed departure date, room/tax for those additional nights will be charged.

## CREDIT APPLICATIONS

Direct billing privileges may be established for those accounts incurring \$10,000.00 or more in charges and if a credit application is submitted to the Finance Department no later than 90 days prior to arrival.

Your CCSM will draft an estimated charges worksheet for you. Once complete, the Finance Department will work with you for all required deposits as outlined in the contract.

#### DAMAGE TO PROPERTY

Group shall be liable for any damage, normal wear and tear excluded, to the Function Space or any other real or personal property of MGM National Harbor, caused by the act or omission of Group, its agents, directors, shareholders, employees, members, attendees, contractors, volunteers or performers. 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. Group shall return the Function Space to MGM National Harbor in as good of condition and repair as the same shall have been found when licensed for Group's use.

Nothing is to be placed against or leaned against any wall in the Function Space. All crates, exhibit panels and pallets must be kept a minimum of five feet away from the walls at all times. Nothing is to be attached to the moveable wall tracks and/or air walls. Group will be charged by Hotel for any damages incurred by their vendors, exhibitors or exposition company.

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 of MGM National Harbor.

#### **DRONES**

Please be advised that drones are not allowed to be operated anywhere on MGM National Harbor property. This policy also applies to any unmanned vehicles.

#### **EMERGENCY FOUIPMENT**

MGM National Harbor is equipped with alarm and sprinkler systems. Fire extinguishers, AEDs and other emergency equipment are strategically located in all areas of the building. MGM National Harbor Security Office monitors all building emergency systems throughout the facility. It is imperative that all fire hose cabinets, strobes and fire extinguishers be kept clear, accessible and free of obstructions at all times. The fire hose cabinets, strobes and fire extinguishers are permanent fixtures of the facility and cannot be moved.

## **EXHIBITS**

Six-foot tabletop displays including two chairs and wastebasket are provided at a daily rate of \$45 per display. MGM National Harbor provides phone lines, signage, AV equipment, etc. at an additional charge.

Thirty days prior to a show, the CCSM will contact your exposition company to review and confirm the move-in and move-out times and dates. Move-in/move-out times are between 6:00 a.m. and midnight. Any exceptions to this timeframe must be approved by the CCSM. Please note that move-in/move-out times for Hotel will be predicated upon other business in Hotel. PLEASE NOTE THAT LOADING DOCK MAY BE CLOSED AT ANY GIVEN TIME FOR DURATION OF UP TO TWO HOURS WITHOUT NOTICE.

A security officer will be assigned to monitor large equipment move in and move out of our facility. The Security Department will monitor such areas as the loading dock, service corridors and the actual function space for the event.

Prior to exhibit move in, a representative of Group, your exposition company and security will walk the area for an official inspection. At this time, cleanliness and state of repair will be noted and any cleaning or repairs needed will be scheduled. This is for all areas Group will be utilizing, e.g., parking lot, driveways, loading dock, service hallways, foyers, exhibit area (including apron of permanent stage), etc. At the conclusion of show move-out, a representative from Group, your exposition company and security will walk the areas of Hotel, both inside and out, for a final inspection. Mutually agreed upon damages caused by Group or their exposition company will be recorded and submitted to the CCSM, who will coordinate the repairs with the Engineering Department. All labor and materials will be billed to Group. Group will be responsible for leaving all areas of Hotel in the same condition, less normal wear and tear, that they were in prior to move in. Group's exposition company is required to cover the doorway entries with carpet and any other approved coverings deemed appropriate by the Conference Services Department.

## **EXHIBITS (CONTINUED)**

Carpet protection (Visqueen) must be in place prior to the delivery of freight, prior to construction of any display and prior to the use of any motorized devices. Two-way carpet tape is not permitted. Only a low-adhesive tape is permitted on ballroom carpets. During exhibit shows, Hotel will only be responsible for areas where Hotel has provided food and beverage.

At no time during the show will the Group be allowed to store freight and/or equipment, either their own or that of the exhibiting company, in any public area, service area or the back dock of Hotel. This includes the outside perimeter of Hotel as well as the parking lot. No commercial vehicles may be parked overnight in the Conference load-in area. With approval from the CCSM, the Group may store minimal equipment necessary to open the exhibit hall in a timely fashion, i.e., table skirts, wastebaskets, easels, etc. All freight, equipment and trailers must be taken off property for the duration of the show. MGM National Harbor is a non-smoking facility and it is the responsibility of the exposition company to enforce this policy with their personnel and vendors.

Group's exposition company will provide an adequate number of trash receptacles throughout the exhibit area during move-in and move-out. Group's exposition company must contain their employee/labor forces to the loading dock and exhibit areas. Back-of-the-house restrooms should also be utilized. These employees are not permitted to use public restrooms or other public facilities or Hotel staff dining room. Hotel will set up a water station during setup and tear down times.

## FIRE REGULATIONS

All required fire exits may not be blocked or used for moving exhibit material in or out or used as storage areas. All exits must be kept clean and unobstructed. Aisles and exits as designated on approved show plans shall be kept clean, clear and free of obstructions. Booth construction shall be substantial and fixed in position in specified areas for the duration of the show. Easels, signs, etc., shall not be placed beyond booth areas into the aisles. All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth and similar decorative materials shall be flame retardant to the satisfaction of the Prince George's County Fire Marshal. Canvas, cloth, cardboard, leaves or similar combustible materials shall be completely flame retardant. Oilcloth, tarpaper, sisal paper, ghee, I nylon, Orlon and certain other plastic materials cannot be made flame retardant and their use is prohibited. ALL MATERIAL MUST BE ACCOMPANIED BY AN OFFICIAL FLAME RETARDANT CERTIFICATE AND PROVIDED TO THE CONFERENCE SERVICES MANAGER PRIOR TO MOVE IN. If substitutions of original materials must be made, such labor and materials required to bring the work up to code standard shall be provided by Group at no additional expense to Hotel. In the event Group is unable to comply with these requirements, said Conference shall be canceled by Hotel without liability to Hotel. During setup and move out of trade shows, Hotel requires establishment and maintenance of designated "No Freight" aisles. These aisles must be clear at all times. Fire extinguishers may be blocked only if approved by the Fire Marshal and temporary extinguishers are supplied in the same area and are clearly visible. All internal combustion enginedriven vehicles or equipment displayed in the hall must have fuel filler caps locked or taped, batteries disconnected and fuel tanks almost empty. A nonflammable drop cloth must be placed under the engine. Compressed gas cylinders are prohibited unless approved by the Fire Marshal; if approved, cylinders must be secured in an upright position. All packing containers, wrapping materials and display materials must be removed from behind booths and placed in storage; all empty cartons must be removed for storage or they will be removed as trash. 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 Prince George's County Fire Department, Fire Prevention Bureau must be observed in their entirety.

#### **FOOD AND BEVERAGE**

To ensure compliance with County Board of Health food handling regulations, all food must be consumed on Hotel premises at the contracted time, except for "to-go" boxed meals, arranged in advance. Hotel is the sole provider of all food served in the Function Space. No food will be permitted to be brought into the Function Space by guest or attendees. In compliance with Maryland Liquor Laws, Hotel is the only authorized licensee able to sell and serve liquor, beer and wine in the banquet facilities. Hotel reserves the right to refuse service to any person who visibly appears to be intoxicated. No one under 21 years of age will be served alcoholic beverages. Hotel reserves the right to inspect the identification of any person attending events in the Function Space.

## **GROUP ENTERTAINMENT**

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

## **GUARANTEES**

Guaranteed numbers of attendees for all functions must be received at least three business days prior to the function (four business days for weekend functions and holidays). Group will be charged the guaranteed number of attendees or the actual number of attendees served, whichever is greater. For groups with assigned seating, the final diagram must be submitted with your guarantee count. In addition, Hotel will not seat more than 3% above your guaranteed number of attendees, not to exceed 50 people. If a guarantee count is not received, the number of guests indicated on the Banquet Event Order will be the guaranteed attendance. Reception stations are charged on the total number of guests guaranteed.

#### INSURANCE

A copy of your certificate of insurance (COI) is due to MGM National Harbor, 30 days prior to your event. The certificate must list all days of your license of the facility, and include the following coverage:

- Worker's Compensation insurance in accordance with Maryland Law covering your employees
- Employer's Liability
- Commercial General Liability
- Comprehensive Auto Liability

Please consult your contract for the amount of coverage required for each of the above.

All issuing insurance companies must have authorization to do business in the State of Maryland. This certificate of insurance must state MGM National Harbor, LLC, its parent company, subsidiaries and affiliates are named as additional insured. The certificate is unacceptable if all of these entities are not named.

Your exhibitor contract must indicate that vendors, exhibitors and your company/association shall indemnify and hold harmless MGM National Harbor from all liability (damage or accident) which might ensue from any cause resulting from or connected with transportation, placing, removal or display of exhibits. See the Indemnification paragraph in your Hotel Contract and/or as outlined in the License Agreement. NOTE: This policy applies to your organization and to any subcontractors you may utilize to provide services during your meeting/conference.

#### LOST OR STOLEN PROPERTY

MGM National Harbor shall not be responsible for losses by Group, its agents, directors, shareholders, employees, members, attendees, contractors, volunteers, performers or any other party due to theft of, 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 National Harbor.

## MEETING ROOM GUIDELINES

Fastening or affixing objects to ceilings, painted surfaces, podiums, columns, fabric moveable walls or decorative walls will only be allowed under certain circumstances, and must be approved by CCSM. Only approved adhesive products can be used. No nails or tape will be allowed on any surface. Carpet protection (Visqueen) must be in place prior to the delivery of freight, prior to construction of any display and prior to the use of any motorized devices.

No plants or furniture may be moved or relocated from the hallways or meeting rooms unless prior arrangements have been made with your CCSM. A removal fee will be assessed for all relocations.

The standard meeting room amenities include candies, note pads and pens at a water station. Additional amenities are available upon request at a reasonable charge.

Specific room assignments may be changed as needed. Sufficient space will be made available to accommodate meeting/function/exhibit requirements. MGM National Harbor reserves the right to maximize space usage for all function space.

Meeting rooms which contain air walls cannot be secured. MGM National Harbor is not responsible for security in areas you have contracted and bears no responsibility for equipment left in the meeting rooms. Security is recommended in any rooms where you may be planning to leave valuable equipment, i.e., meeting rooms or display areas in public foyer space, and it is required for all trade shows. Security can be contracted to provide coverage. Please contact your CCSM for current rates.

MGM National Harbor is LEED Gold-certified and a linen-less property. Hotel maintains a standard inventory of equipment such as, but not limited to, banquet chairs, tables, risers, podiums, easels, and dance floor. This inventory is shared by all groups in the facility and will not be dedicated to any one group. Should your equipment requirements be greater than what can be provided, rental costs may be your responsibility.

Please check with your CCSM before leaving audio visual setups in meeting rooms overnight. 24-hour set up holds must be pre-arranged and, in some instances, AV set ups may have to be torn down and re-set for subsequent meetings or functions. Overnight security is recommended.

Hotel cleaning services are required for all areas used as exhibit space including carpeted meeting space, public foyers, registration areas and venues on property.

## MARYLAND NON-SMOKING REGULATION

Maryland law prohibits smoking in indoor public spaces. As a result, smoking is not permitted in the meeting and Conference spaces. Additionally, smoking is not permitted in restaurants, lounges where food is served, Hotel lobbies, elevators, guestroom hallways, theaters, retail stores and other indoor public spaces.

## **NETWORK AND INTERNET CONNECTIONS**

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

## **OUTDOOR/POOLSIDE EVENTS**

Select outdoor locations are available for private events. Each area has specific rental fees, time guidelines and food and beverage minimums. Additional information can be provided upon request. Lighting is required for all outdoor evening events. Lighting costs are based on the location used, type of event being planned and safety of your guests. Hotel reserves the right to make the final decision to use indoor facilities in case of inclement weather on the day of the event and the right to make all final decisions on curfew of outdoor events.

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#### **PARKING**

Self-parking in the guest garage is complimentary. Complimentary parking is subject to availability. Hotel valet parking is \$45 per night. The daily valet parking fee includes "in and out" privileges. Event valet parking is \$25 (up to 12 hours). Parking fees are subject to change.

#### PAYMENT OPTIONS

MGM National Harbor accepts payments by check or wire, ACH and credit card. Payments by check must be drawn on a U.S. bank payable in U.S. dollars and be received 30 days prior to the first scheduled arrival. Deposits must follow the outlined format in the Hotel and/or License Agreement. MGM Resorts International Financial Shared Services department processes all pre-show deposits and prepares the final billing invoice.

You are responsible for remitting full payment of the final invoice within 30 days of receipt (Terms may vary; please consult your contract for full payment information). In the event there is a dispute, MGM National Harbor requires that full payment be sent less disputed amounts.

## PRINTED MATERIALS

Please be advised that any advertising utilizing the hotel name or logo, or any request to use Hotel stationery, must be approved prior to distribution, in writing, by MGM National Harbor.

#### RETAIL SALES TAX

Maryland law states that the promoter or organizer of an event allowing any retail sales on the show floor has the responsibility to collect and remit the taxes for their respective event. This means you are responsible for these taxes.

If Group is tax exempt, the State of Maryland requires a copy of the following on file with MGM National Harbor:

- Maryland tax-exempt sales tax permit providing the evidence of non-taxability.
- U.S. Government tax-exempt sales tax permit.

## **ROOM DELIVERIES (NON ROOM SERVICE)**

MGM National Harbor Front Services Department will be happy to arrange for guestroom deliveries. Items will be placed inside the room after the guest has checked in. Items may not be left outside on the floor or slipped under the door of the guestrooms. Please check with your CCSM for rates and delivery times.

#### SALE OF MERCHANDISE

Group may not utilize the Function Space or Hotel for the purpose of selling merchandise or services without the prior written approval of and under the conditions established by MGM National Harbor and Group.

#### **SECURITY**

Security Officers are available to assist groups with private security needs. A minimum of two weeks' notice of your security requirements is required to ensure proper scheduling of personnel. Please note that MGM National Harbor is the preferred provider of security for meetings and events and does not permit the use of outside security companies. Contact your CCSM for current rates.

For the safety of all guests, any vendor, client and/or guests requiring back-of-house access are required to sign in and obtain a security badge prior to being permitted in back-of-house areas.

## SHIPPING AND RECEIVING

Hotel has a full-service Business Services Center operated by FedEx that will handle all incoming and outgoing packages. For ease of handling, packages and boxes should not be larger than 24 square inches and should be less than 70 lbs. Boxes larger or heavier must receive prior approval

from your CCSM. There is a handling fee for each package sent to or from Hotel:

Incoming packages and boxes to Hotel are to be addressed as follows:

Ms. Jane Doe (Hotel Guest or Meeting Planner, Reservation #) MGM National Harbor 101 MGM National Ave., National Harbor MD 20745 Attn: Function or Group Name

Shipments to Hotel more than three days in advance of the arrival date will not be accepted. Shipments that require special handling (refrigeration, etc.) should be coordinated with the CCSM and FedEx prior to shipping.

The following will not be accepted by FedEx:

- 1. Collect shipments.
- 2. Shipments that require a forklift to unload.
- 3. Shipments consigned to an exhibitor in a trade show booth. Hotel has the right to consign any shipments received for a trade show to the decorator handling said show. Show management will advise their exhibitors that additional handling charges may be incurred.

## SIGNAGE AND DISPLAY ADVERTISING

MGM National Harbor has electronic reader boards throughout the Conference Center and directly outside each meeting room. In an effort to support the integrity of the Conference Center and public areas, directional signage is limited. Please contact your CCSM for details.

Hotel retains exclusive rights to all display advertising within the Function Space and all other space on property. Group may not advertise or place any signage or banners within the Function Space or Hotel property without prior written consent of MGM National Harbor. In the event MGM National Harbor grants its consent for Group, it shall be a nonexclusive right to advertise; however, signage is typically restricted to meeting area and should be prearranged with the CCSM. Any signage or banners approved by the Hotel may only be hung or posted by Encore Event Technologies department.

It is highly recommended to create a nylon, cloth or vinyl sign with grommets evenly distributed to support the weight and width of the sign, along with a sewn in pocket at the bottom of the sign to properly weight the sign. Paper banners are not permitted.

MGM National Harbor was built with sustainability in mind from the ground up. From our LEED Gold-certified building, to our overall dedication to water conservation, energy efficiency, recycling, pollution reduction and commitment to sourcing local good and services, we are working to positively impact guests, communities and the planet.

#### 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.

## TAX AND SERVICE CHARGE

All food and beverage prices are subject to a 24% taxable service charge (subject to change), 6% sales tax on food and 9% sales tax on alcoholic beverages (subject to change). Tax-exempt organizations must furnish a Certificate of Exemption at least two weeks prior to the event.