MGM RESORTS INTERNATIONAL®

Encore Exclusives

Production Guidelines

Power

Encore Event Technologies must handle all connections to the buildings power sources for non-tradeshow 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 rigg point to attach our motor to the ceiling.

Break Out Meetings

Audiovisual equipment to be used for Break Out meetings must be delivered, set-up, and operated by Encore Event Technologies personnel. If meeting group chooses not to use Encore Event Technologies for all their Breakouts, they must utilize the Client Assurance Package that will include additional fees of $350 per room/per day.

House Audio System

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.

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Excalibur AV Pricing

Package Price Guide

Podium Mic Package — $380.00 /day

Podium, microphone, mixer, cables, house audio patch and labor.

8' x 8' Client Projector Package — $475.00 /day

8' x 8' Tripod screen and skirt, cart and power for projector and laptop, HDMI or VGA cable and labor.

8' x 8' Client Projector and Podium Mic / Audio Package — $775.00 /day

8' x 8' Tripod screen and skirt, cart and power for projector and laptop, HDMI or VGA cable, Podium, microphone, mixer, cables, house audio patch and labor.

8' x 8' Screen and Projector Package — $925.00 /day

8' x 8' Tripod screen and skirt, 4-5k lumen LCD Projector, cart and power for projector and laptop, HDMI or VGA cable and labor.

8' x 8' Screen, Projector and Podium Mic / Audio Package — $1,125.00 /day

8' x 8' Tripod screen and skirt, 4-5k lumen LCD Projector, cart and power for projector and laptop, HDMI or VGA cable, podium, microphone, mixer, cables, house audio patch and labor.

CANCELLATION

Written cancellation of ordered equipment and services must be received in writing seventy-two (72) hours prior to scheduled installation or delivery time. Refunds will not be given for orders cancelled less than seventy-two (72) hours prior to install or delivery. To ensure availability, please reserve equipment 30 days in advance. Premium charges may apply to orders placed within 48 hours of meeting date.

** Prices reflect daily rates unless otherwise noted. Equipment pricing and service fee charges are subject sales tax.*

ENCORE® EVENT TECHNOLOGIES
A Freeman Company

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Terms and Conditions

Price Guide

1. PAYMENT TERMS
Lessee agrees to pay Encore Event Technologies (hereinafter "Encore") all charges indicated on this Rental Contract which includes these Terms and Conditions and any equipment that is rented pursuant to the terms set forth herein (the "Equipment") or labor overages. Payment is due and payable in full upon signing this Rental Contract unless otherwise negotiated and agreed to in writing on a Commencement of Work document.

2. ESTIMATES
In connection with this Rental Contract or any contract entered into between Encore and Lessee, any estimate provided to Lessee in connection with the expected labor hours and number of days the Equipment is solely an estimate. In the event that 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, Lessee will be charged for those overages at Encore's standard rates less any applicable discounts.

3. DAMAGE WAIVER
All Equipment has been inspected upon delivery and Lessee acknowledges and warrants that all Equipment was received in good and working order. Lessee agrees to pay for any and all damages on account of lost, damaged or stolen equipment and/or loss caused by Lessee's accident, misuse or neglect. Should the Equipment listed on this Rental Contract malfunction for any reason and at no fault of Lessee, Encore will only be responsible for the repair of listed Equipment but WILL NOT be held responsible for any damages or loss caused as a result of the Equipment malfunctioning.

4. SUBLEASE
With the prior written consent of Encore, Lessee shall have the right to sublease the Equipment and, in the event of a sublease, Lessee 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 Lessee's expense at full retail value if the subleased Equipment is lost, damaged or untimely returned.

5. TITLE
The parties intend to create a rental agreement and the relationship of lessor and lessee between themselves. The terms set forth herein shall not be construed or interpreted to create or imply the existence of a finance lease or installment lease or sales contract. Title to the Equipment shall at all times be vested in Encore, and no right, title or interest in the Equipment shall pass to Lessee other than the use of the Equipment for the rental period as agreed to by the parties, which right is conditioned upon Lessee's compliance with this Rental Contract.

6. SURRENDER / EQUIPMENT HANDLING
On the expiration or earlier termination of this Rental Contract, Lessee shall return the Equipment in good repair, condition and working order, subject only to reasonable wear and tear. All Equipment must be handled by Encore personnel only. Equipment may not be moved, stored, or serviced by Lessee or any other party. Lessee may not operate the Equipment unless authorized by Encore. Lessee 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.

7. CANCELLATION
Unless otherwise negotiated or agreed to in writing on a Commencement of Work Document, the following monies shall be payable by Lessee to Encore in the event of cancellation prior to the expiration of the rental period set forth on this Rental Contract: Cancellations must be made in writing seventy-two (72) hours prior to scheduled installation or delivery time. Refunds will not be given for orders cancelled less than seventy-two (72) hours prior to install or delivery.

8. DEFAULT
If Lessee fails to pay rent or otherwise fails to observe, keep or perform any provision of this Rental Contract, or if Lessee should enter into voluntary or involuntary bankruptcy or receivership or other legal impediment which could impair the Equipment, Encore shall have the right to:

(a) Enter Lessee's premises and reclaim the Equipment at Lessee's premises or at site of any subleases without demand or notice to Lessee or court order or other processes of law, and declare the entire amount of rent immediately due and payable without demand or notice to Lessee. Lessee waives any damages occasioned by such reclamation. Any reclamation shall not constitute a termination of this Rental Contract unless Encore expressly notifies Lessee in writing;
(b) Sue to recover all rents and any other amounts owed or accruing to Encore;
(c) Terminate this Rental Contract as to any or all items of Equipment; 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 Lessee from this Rental Contract and Lessee shall remain liable for the full performance of all obligations to be performed by Lessee under this Rental Contract.

9. CREDIT TERMS
All open accounts require prior credit approval. Should collection under the terms of this Rental Contract commence, Lessee agrees to pay all collection costs which include, but are not limited to, Equipment recovery costs, storage charges, attorneys' fees and court costs.

10. CHOICE OF LAW AND VENUE
The interpretation and affect of this Rental Contract and the related agreements shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Nevada. Any litigation arising out of or related to this Rental Contract shall be instituted and prosecuted 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 waives any right to a change of venue and any and all objections to the jurisdiction of the state and federal courts located in Clark County, Nevada.

11. ATTORNEY'S FEES
In the event either party, institutes any action arising out of, related to, or for the breach of, this Rental Contract, the prevailing party shall be awarded reasonable attorneys' fees and costs.

12. CONDITION OF EQUIPMENT
Encore maintains and services the Equipment in accordance with manufacturers' specifications and industry practice. Encore does not, however, warrant or guarantee that the Equipment or services 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, Lessee 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. Lessee agrees and acknowledges that Encore assumes no responsibility for any loss, cost, damage or injury to persons or property in connection or as a result of inoperable Equipment or otherwise.

13. LIMITATION OF LIABILITY AND INSURANCE
Lessee agrees to defend, indemnify and hold Encore and its officers, directors, employees, successors and assigns harmless from any and all claims arising out of any violation of any law, rule, regulation or order, and from any and all claims or liabilities for loss, damages or injury to persons or property of whatever kind or nature arising from the use or operation of the Equipment, or from the negligence or carelessness of the agents or employees of Lessee. Additionally, Encore shall not be liable for any special or consequential damages including lost profits arising relating to the Equipment, the services or this Rental Contract. Lessee shall notify Encore promptly of any accident involving the Equipment. Lessee shall obtain contractual insurance in connection with this Rental Contract and pursuant to this paragraph, in an amount satisfactory to Encore and provide proof of such insurance upon request of Encore.

14. SEVERABILITY
In the event that any provision of this Rental Contract 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 hereof.

15. CONSTRUCTION CLAUSE
For the purpose of interpretation, the language in this Rental Contract shall be deemed to be the language of both parties and neither party shall be deemed to be the drafting party.
1.6 SURVIVAL
All provisions of this Rental Contract related to indemnification, disclaimers and limitations on liability and all other obligations of the parties that arise in connection with Lessee's rental of Equipment from Encore shall survive the termination of the rental of such Equipment.

17. ENTIRE AGREEMENT
This Rental Contract incorporates by reference any attached Schedules, Contract, and Commencement of Work, related to this rental order, and contains the parties' entire understanding and may not be modified except in written form signed by both parties.