



February 7, 2023

## 1. GUARANTEES

Guaranteed numbers of attendees must be submitted to the Catering Office by the Group no later than 12 noon, three (3) business days (72 hours) prior to the Event. For events scheduled on Saturday, Sunday and Monday, a guaranteed number of attendees must be submitted by 12 noon on the preceding Wednesday. For events scheduled on Tuesday, a guaranteed number of attendees must be submitted by 12 noon on the preceding Thursday. For events scheduled on Wednesday, a guaranteed number of attendees must be submitted by 12 noon on the preceding Friday.

The Group will be charged the guaranteed number or the number of people actually served, whichever is greater. If no guarantee is submitted by the Group, the number of guests indicated on the Banquet Event Order ("BEO") will be the guaranteed attendance. All food and beverage fees, service and menu minimums that are outlined in the Resort's Catering Menus will be applicable.

**Overset and Set Maximums** – In order to better service the Event, Wynn Las Vegas will set up and prepare for 3% above for events of 100 guests or more, not to exceed an overset of 50 guests, including special meal requests. There is no overset for events less than 100 guests.

**Food and Beverage Guarantee Decrease** – Should the Group's guarantee decrease 15% or more from the estimated number of guests on the Schedule of Events, food and beverage pricing will increase by 10% for the number of guaranteed guests or the number that is served, whichever is higher, and Wynn Las Vegas may relocate the Event to a smaller room in its sole discretion.

**Food and Beverage Guarantee Increase** – Should the Group's guarantee increase 10% or more after the guarantee deadline of three (3) business days (72 hours) prior to the Event, food pricing will increase by 15% for food in addition to the overset.

Example: 72 hour guarantee is given for 1,000 guests for a lunch menu priced at \$45.00++. The overset for this event is 1,030.

- 48 hours prior to the event, client increases guarantee to 1,250 guests
- 1,030 meals will be priced at \$45.00++ per person
- 220 meals (1,250 guarantee less 1,030 original guarantee + overset) will be priced at \$51.75++ (original meal price plus 15%) per person

No overset will be provided when guarantees are increased. Wynn Las Vegas will always strive to accommodate the Group's changing needs, but in some cases the exact menu may not be available for the increased guest count.

## 2. TAX AND SERVICE CHARGE

Food and beverage prices are subject to service charges totaling 24% (18.50% non-taxable service charge and 5.50% taxable service charge and are subject to change; and sales tax at the prevailing rate, which is currently 8.375% and subject to change. Tax-exempt organizations must furnish a Certificate of Exemption (W9 Form) to the Catering Office with this contract.

## 3. FOOD AND BEVERAGE

Wynn Las Vegas is the sole provider of all food and beverage served at Wynn Las Vegas. In compliance with Nevada Liquor Laws, Wynn Las Vegas is the only authorized licensee able to sell and serve liquor, beer and wine on premises.

## 4. PAYMENT

The Group's deposit is non-refundable and will be applied to the Group's final balance. The final payment, based on the anticipated attendance, shall be made in full by cash, check, money order, cashier's check or credit card at least fourteen (14) days prior to the Event. If payment has not been secured within the specified timeframe, Wynn Las Vegas reserves the right to cancel the Event and retain the deposit.

Once the details regarding the Event(s) have been finalized, Wynn Las Vegas will send them to the Group in the form of a BEO(s) which will then be an addendum to this Agreement. In order to execute the Event(s), the Group will sign the BEO(s) for food, beverage, other services and/or incidentals, acknowledging the fact that there is no dispute over such services and that the Group is solely responsible for the payment of the total amount due.

**Pricing** – All Food and Beverage pricing can be guaranteed up to three (3) months prior to the Event.

## 5. OTHER CHARGES

Bartenders (1 per 100 guests):	\$250 each
Cocktail Servers (1 per 80 guests):	\$250 each
Bar Minimum:	\$750 per bar, per hour before tax and service
Station Attendant / Chef / Carver:	\$250 each
Server for Butler Passing (1 per 50 guests):	\$250 each
Meal Functions for 10 to 30 Guests:	\$250 charge per event
Dance Floor:	\$1 per guest, starting at \$195
Daytime Event Set-up in Villas	\$250 labor fee per meal function
Evening Event Set-up in Villas	\$1,500 labor fee per meal function
Dedicated Butler Service	\$125.00 per hour, minimum 4 hours up to 8 hours \$200.00 per hour after 8 hours of service

**PANTRY / KITCHEN:** The pantries / kitchens connected to the function space are for exclusive use of hotel employees to expedite food and beverage service. Non-hotel employees are not allowed in the Pantry areas. Pantry / Kitchen areas are not intended to be used as storage facilities.

**Receptions** – Except those preceding a lunch or dinner, Receptions require a \$85.00 per person minimum expenditure in food, excluding beverage, tax and service charge. This will include seating for up to a maximum of ½ of the Group's guests at cocktail tables with additional standup cocktail rounds. Should the Group require full seating for *all* of its guests, Wynn Las Vegas will require a \$95.00 per person minimum expenditure in food, excluding beverage, tax and service charge.

**Floor Plans** - Floor plans for events with 300 people or more must be approved by the Clark County Fire Department. When Wynn Las Vegas submits the floor plan to the Clark County Fire Department for approval, the floor plan must be provided to Wynn Las Vegas ten (10) days prior to the event date and a \$650.00 fee per diagram will be noted on the Group's BEO. Floor plans that are submitted less than ten (10) days prior to the event date are subject to additional fees. When Wynn Las Vegas does not submit the floor plan to the Clark County Fire Department for approval, the approval must be provided to Wynn Las Vegas no later than one (1) day prior to the Event.

**Incidentals** – Any incidental charges that are incurred during the Event will be charged to the credit card on file.

**Audio Visual** – Wynn Las Vegas is home to Entertainment Production Services Department ("EPS"). EPS is a full service audiovisual department featuring the latest technology. Specifically, EPS specializes in lighting that will help create a dramatic effect capturing the "mood" of the Event. Outside audiovisual companies are not permitted. Any audio visual needs above and beyond Wynn Las Vegas' standard will be subject to an additional charge, which will be quoted upon request.

**Special Meals – Dietary Preferences** – Every effort will be made to accommodate dietary preferences. Dietary preferences can typically be accommodated from the existing buffet or at the time of plate-up for plated meals. In most cases dietary preferences can be accommodated at no additional charge.

**Kosher and Halal Meals** – Wynn Las Vegas procures Kosher and Halal meals from a local Glatt Kosher Restaurant and they typically match the offerings on your buffet, reception or plated menu. Pricing for Kosher and Halal meals are:

Breakfast - \$75.00++ each

Lunch - \$100.00++ each (up to three courses)

Appetizer Platter for Heavy Hors d'oeuvres Receptions - \$125.00++ each

Dinner - \$150.00++ each (up to three courses)

**Food Allergies and Food Intolerances** – At Wynn Las Vegas we take food allergies and food intolerances very seriously. Each allergy or intolerance is identified and prepared by a dedicated chef, with specific ingredients, on special equipment, to reduce the possibility of cross-contamination. Meals will be prepared in a facility that handles eggs, gluten and wheat, milk, peanuts, seafood, sesame seeds, soy, sulphites and tree nuts. Pricing for food allergy and food intolerance meals are:

Breakfast - \$75.00++ each

Lunch - \$100.00++ each (up to three courses)

Appetizer Platter for Heavy Hors d'oeuvres Receptions - \$150.00++ each

Dinner - \$200.00++ each (up to four courses)

Kosher, Halal, Food Allergies and Food Intolerances can only be accommodated if requested prior to or at the time of guarantee.

## **6. FLOWERS**

Wynn Las Vegas boasts a world-renowned floral team. The Group's Catering Manager will assist the Group with all aspects of its flowers from bouquets and boutonnieres to the most lavish of centerpieces. Outside florists are not permitted. Guaranteed quantity of floral arrangements must be submitted to the Catering Office at least seven (7) days prior to the Event.

## **7. PHOTOGRAPHY**

Wynn Las Vegas' Master Photographers and Video Artists specialize in creating works of art that brilliantly capture any type of event. Please contact Wynn Las Vegas' Photo Operations Department at 702-770-2320. Outside photographers and videographers are not permitted.

## **8. EXHIBITING; OUTSIDE VENDORS**

The Group agrees that it or any guest, invitee or agent of the Group is not permitted to exhibit any products or services in the Function Space at any time without the prior written consent of Wynn Las Vegas, which may be withheld in Wynn Las Vegas' sole determination. Additionally, the Group's use of any outside vendors is subject to the prior written approval of Wynn Las Vegas, which may be withheld in Wynn Las Vegas' sole determination. Wynn Las Vegas' approval of the Group's use of an outside vendor shall be expressly conditioned upon and subject to such vendor's registration with Wynn Las Vegas and compliance with all vendor policies and procedures.

## **9. LIABILITY; INDEMNIFICATION**

The Group shall indemnify, defend, save and hold harmless Wynn Las Vegas and its affiliates, and their directors, members, managers, officers, employees, and agents from and against any and all liabilities, losses, damages, costs, claims, awards, judgments, sanctions, expenses, including, but without limitation, reasonable attorneys' fees and costs, government charges and fines arising out of or connected with any negligence or willful misconduct of the Group's directors, members, managers, officers, employees, agents, contractors or attendees, in connection with the Group's use of the Function Space, including but not limited to the installation, removal, maintenance, occupancy or use of the Function Space, the Group's breach of this Agreement or any of representations contained herein, or the Group's third party agreements, except to the extent arising from the gross negligence or willful misconduct of Wynn Las Vegas, its directors, officers, employees or agents in connection with this Agreement.

Wynn Las Vegas shall indemnify, defend, save and hold harmless the Group, its affiliates, and their directors, members, managers, officers, employees and agents, from and against any and all liabilities, losses, damages, costs, claims, awards, judgments, sanctions, expenses, including, but without limitation, reasonable attorneys' fees and costs, resulting from or arising from any negligence or willful misconduct of Wynn Las Vegas, its officers, employees, agents, or contractors, except to the extent arising from the gross negligence or willful misconduct of the Group, its directors, members, managers, officers, employees or agents in connection with this Agreement.

Wynn Las Vegas is not responsible for loss of or damage to any property that the Group, its guests or invitees bring to Wynn Las Vegas or leave at Wynn Las Vegas, before, during or after the use of the facilities. The function space subject this Agreement must be left in its original condition. Any excessive trash removal that is required will be subject to a trash removal/cleaning fee.

The provisions of this Section shall survive the termination or cancellation of this Agreement.

## **10. INSURANCE**

The Group shall maintain, at its expense, as long as this Agreement is in effect, the following insurance coverages:

- a) Workers' Compensation Insurance in accordance with applicable law covering the Group's employees;
- b) Employers' Liability Insurance in minimum limits of Two Million Dollars (\$2,000,000.00) per occurrence;
- c) Commercial General Liability Insurance including contractual liability, personal injury and property damage coverage with limits of liability of at least Three Million Dollars

- (\$3,000,000.00) in any one occurrence; and
- d) If you are going to bring commercial vehicles on property at Wynn Las Vegas, Comprehensive Automobile Liability Insurance insuring any owned, non-owned and hired vehicles to be used in and out of Wynn Las Vegas' facilities in the amount of Two Million Dollars (\$2,000,000.00) in any one occurrence.

All insurance required hereunder shall be primary coverage regardless of any coverage maintained by Wynn Las Vegas for any covered event hereunder and shall be issued by companies authorized to do business in the State of Nevada. The Group will provide Certificates of Insurance evidencing such coverage to Wynn Las Vegas promptly after the mutual execution of this Agreement. The Group will include Wynn Las Vegas and its affiliates, and their respective directors, managers, members, officers and employees as additional insureds. Each policy shall provide that coverage afforded under the required policies will not be cancelled, changed or not renewed without at least thirty (30) days prior written notice to Wynn Las Vegas.

The Group shall deliver such Certificates of Insurance to Wynn Las Vegas – Catering Manager, 3131 Las Vegas Blvd. So. Las Vegas, NV 89109.

The consent of Wynn Las Vegas to the insurance and limits insured, as shown herein, shall not be considered as a limitation of your liability under this Agreement or an agreement by Wynn Las Vegas to assume liability in excess of said amounts or for risks not insured against.

#### **11. SUBLICENSING OF SPACE**

The Group shall not sublicense any space to suppliers, vendors, or affiliated groups without obtaining Wynn Las Vegas' prior written consent, which may be withheld in Wynn Las Vegas' sole discretion.

#### **12. TRADEMARKS**

The Group shall not use any trademark, tradename or service mark owned or registered by or to Wynn Las Vegas or its affiliates without Wynn Las Vegas' prior written consent, which may be withheld in Wynn Las Vegas' sole discretion. This includes use of any trademark, tradename or service mark in all print materials, web banners, signage, etc. The provisions of this Section shall survive the termination or cancellation of this Agreement.

#### **13. GOVERNING LAW; VENUE; ATTORNEY'S FEES**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nevada, without regard to choice of laws principles. Venue and jurisdiction of any suit brought to enforce the provisions of this Agreement shall lie exclusively in Clark County, Nevada. For all purposes, this Agreement shall be deemed to have been negotiated and executed in Las Vegas, Clark County, Nevada. The Group hereby waives any and all objections to venue and jurisdiction of any dispute hereunder lying in Clark County, Nevada, and hereby consents to exclusive personal jurisdiction within Clark County, Nevada. In any litigation relating to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

#### **14. LIMITATION OF LIABILITY**

In the event of a default by Wynn Las Vegas of any of the terms and covenants set forth herein, Wynn Las Vegas' liability shall be limited to the value of the services provided by Wynn Las Vegas under this Agreement, and no other property or assets of Wynn Las Vegas or its affiliates, or their officers, managers, members, directors, employees, successors or assigns, shall be subject to the levy, execution or other enforcement procedure for the satisfaction of any claim, judgment, injunction or decree.

In no event shall either party be liable for any incidental, special, exemplary or consequential damages in connection with this Agreement, even if such party has been advised of the possibility of such damages. This limitation shall not apply to the provision of cancellation charges included in this Agreement. The provisions of this Section shall survive the termination or cancellation of this Agreement.

#### **15. FORCE MAJEURE; PRIVILEGED LICENSE PROVISION**

Either party may be excused from its obligation to perform under this Agreement in the event that acts of God, domestic war, government regulation, riots, terrorism, disasters or strikes renders such performance objectively impossible or illegal. Under no circumstances shall an informational or a recognition picket line excuse a party from performance hereunder. The excused party is obligated to promptly resume performance in accordance with the terms of this Agreement after any such intervening cause ceases, to the extent possible. Notwithstanding the foregoing, in no event shall the payment of amounts due hereunder for services rendered be excused by such force majeure events.

Group acknowledges that Wynn Las Vegas and its affiliates are businesses that are subject to and exist because of privileged licenses issued by governmental authorities. If requested to do so by Wynn Las Vegas, Group shall obtain any license, qualification, clearance or the like which shall be requested or required of Group by any regulatory authority having jurisdiction over any parent, subsidiary or affiliate of Wynn Las Vegas. If Group fails to satisfy such requirements or if Wynn Las Vegas or any parent, subsidiary or other affiliate of Wynn Las Vegas is directed to cease business with Group by any such authority, or if Wynn Las Vegas shall in good faith determine, in Wynn Las Vegas's sole and exclusive judgment, that Group or any of its officers, directors, employees, agents, designees or representatives (a) is or might be engaged in, or about to be engaged in, any activity or activities, or (b) was in or is involved in any relationship which could or does jeopardize Wynn Las Vegas's business or such licenses, or those of its parent, subsidiaries or affiliates, or if any such license is threatened to be, or is, denied, curtailed, suspended or revoked, then Wynn Las Vegas shall have the right under this Section to immediately terminate this Agreement by written notice to Group without any further liability to Group. In addition, Group and Wynn Las Vegas each hereby acknowledges that it is illegal for a denied license applicant or a revoked licensee (pursuant to the laws, rules and regulations of the Nevada and other gaming authorities), or a business organization under the control of a denied license applicant or a revoked licensee, to enter into, or attempt to enter into, a contract with the other party without the prior approval of the appropriate gaming authorities. Group and Wynn Las Vegas each hereby affirms, represents and warrants to the other party that it is not a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee, and Group and Wynn Las Vegas each hereby agrees that this Agreement is subject to immediate termination by the other party (without any liability to either party) if it should become a denied license applicant, a revoked licensee or a business organization under the control of a denied license applicant or a revoked licensee.

**16. CANCELLATION CHARGES**

Should it be necessary for the Group to cancel the Event, the following policy concerning cancellation charges will apply:

<b>Date Cancellation Notice Received Prior to Event</b>	<b>Cancellation Charges</b>
Within 14 days prior to arrival	100% of estimated revenue
From 15-45 days prior to arrival	75% of estimated revenue
From 46-90 days prior to arrival	50% of estimated revenue
From date of receipt of deposit to 91 days prior to arrival	100% of deposit

**17. ACKNOWLEDGEMENT:**

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Name

\_\_\_\_\_  
Date