



February 7, 2024

1. FOOD AND BEVERAGE

Wynn Las Vegas is the sole providers of all food and beverage served in the banquet facilities. 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.

The Resort must receive menu selections (consisting of items/menus selected, menu prices, and preliminary number of attendees) at least thirty (30) days prior to the function date. Menu selections must be confirmed, via a signed Catering Event Order (CEO), a minimum of twenty-one (21) days prior to the function date. Catering Event Orders confirmed less than twenty-one days (21) days prior to the function date will be subject to a ten (15) percent increase on all food and beverage selections. Additional pricing increases will be incurred for Catering Event Orders confirmed less than fourteen (14) days prior to the function date.

2. FOOD AND BEVERAGE GUARANTEES

Guaranteed numbers of attendees for events up to 1,499 guests must be received to the Catering Office no later than 12 noon, three (3) business days (72 hours) prior to the scheduled event. For events scheduled on Saturday, Sunday and Monday a guaranteed number of attendees must be received by 12 noon on the preceding Wednesday. For events scheduled on Tuesday a guaranteed number of attendees must be received by 12 noon on the preceding Thursday. For events scheduled on Wednesday, a guaranteed number of attendees must be received by 12 noon on the preceding Friday.

Guaranteed number of attendees for events 1,500 to 2,999 guests must be received to the Catering Office no later than 12 noon, five (5) business days prior to the scheduled event.

Guaranteed number of attendees for events of 3,000 or more guests must be received to the Catering Office no later than 12 noon, seven (7) business days prior to the scheduled event.

The Group will be charged the guaranteed number or the number of people actually served, whichever is greater. If no guarantee is received, the number of guests indicated on the Catering Event Order (CEO) 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 your event, we will set up and prepare for 3% above for events of 100 guests or more, not to exceed an overset of 50 people, including special meal requests. There is no overset for events less than 100 guests.

Food and Beverage Guarantee Decrease – Should the guarantee decrease 15% or more from the original 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.

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

Example: 72 hour guarantee is given for 1000 guests for a lunch menu priced at \$45.00++. The overset for this guarantee is 1030.

- 48 hours prior to the event, client increases guarantee to 1250 guests
- 1030 meals will be priced at \$45.00++ per person
- 220 meals will be priced at \$51.75++ (original meal price plus 15%) per person

There is no oversight when guarantees are increased. We will always strive to accommodate your changing needs but in some cases the exact menu may not be available for the increased guest count.

4. TAX AND SERVICE CHARGE

Food and beverage prices are subject to service charges totaling 25% (18.50% non-taxable service charge and 6.50% 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.

5. 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 CEO(s) which will then be an addendum to this Agreement. In order to execute the Event(s), the Group will sign the CEO(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 – Food pricing, beverage pricing and other charges can be guaranteed up to three months prior to the event. All food and beverage prices are subject to prevailing sales tax and service charges.

6. OTHER CHARGES

Bartenders (1 per 100 guests):	\$300 each
Cocktail Servers (1 per 100 guests):	\$300 each
Bar Minimum:	\$1000 per bar/per hour, before service charge and tax
Station Attendant / Chef / Carver:	\$300 each
Server for Butler Passing (1 per 50 guests):	\$300 each
Meal Functions for 10 to 30 Guests:	\$250 charge per event
Dance Floor:	\$1.00 per guest, starting at \$250
Daytime Event Set-up in Villas:	\$300.00 labor fee per meal function
Evening Event Set-up in Villas:	\$1,500.00 labor fee per meal function
Dedicated Butler Service:	\$125.00 per hour, minimum 4 hours up to 8 hours \$190.00 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 an \$95.00 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 \$100.00 per person minimum expenditure in food, excluding beverage, tax and service charge.

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Floor Plans - In addition to the exhibit and Temporary Assembly floor plans noted above, Fire Marshal approved plans are also required for all meetings or catered events of 300 persons or more. Approval of the plans will be charged as follows:

- Events over 300 people or more in attendance in a convention room less than 55,000 Sq. Ft. are subject to a \$650.00 approval fee when submitted 25 business days or more in advance of event date.
- Events over 300 people or more in attendance in a convention room less than 55,000 Sq. Ft. are subject to a \$1,000.00 approval fee when submitted less than 25 business days in advance of event date.
- Events over 300 persons or more in attendance in a convention room greater than 55,001 Sq. Ft. are subject to a \$1,000.00 approval fee when submitted 25 business days or more in advance of event date.
- Events over 300 persons or more in attendance in a convention room greater than 55,001 Sq. Ft. are subject to a \$1,350.00 approval fee when submitted less than 25 business days in advance of event date.
- Each revision submitted is subject to an additional approval fee.

The Fees noted above are subject to change. The Resort cannot guarantee an execution of the event if a diagram has not been approved by the Fire Marshall. Currently the Clark County Fire Department does not accept plans that are less than Ten (10) business days prior to the event.

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.

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 - \$125.00++ each (up to three courses)
- Appetizer Platter for Heavy Hors d'oeuvres Receptions - \$125.00++ each
- Dinner - \$175.00++ 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 - \$125.00++ 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.

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

7. 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.

8. 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.

9. MUSIC RIGHTS

Group shall be responsible for procuring and paying for the music, public performance rights, and any licenses which are required in connection with music utilized by Group during the Event hereunder, including without limitation, such music, public performance rights and licenses as may be obtained through ASCAP, SESAC, BMI and/or any other performing rights organization, publisher, record label or entity, as necessary. Group shall indemnify, defend and hold harmless Wynn Las Vegas, its managers, officers, members, employees, affiliates, and agents from all liabilities, claims of liability or expenses (including fees, penalties and attorney’s fees) arising directly in connection with Group’s failure to obtain any and all such required licenses for the use and/or public performance of music during the Event.

10. PHOTOGRAPHY

A distinct selection of photo and video services are available. Our Master Photographers and Video Artists specialize in creating works of art that will capture any type of event. Outside photographers are not permitted; therefore, please contact your Catering Manager to assist you in scheduling an appointment with one of our expert Photo Sales Associates.

Resort may authorize the use of outside photographers/videographer, in Resort’s sole discretion, if Group and the outside photographers/videographers complete a location agreement and comply with the terms of such location agreement. Notwithstanding the foregoing, Group may use outside photographers/videographers to take photographs of and/or film (collectively, the “Photography”) inside the Function Space, excluding any nightlife venues which shall be subject to a separate location agreement, during the Event without executing a separate location agreement, in Resort’s sole discretion, if the Photography only captures the inside of the Event Function Space, does not capture any images of the exterior of the Function Space, does not capture any images of Wynn Las Vegas trademarks or logos and the Photography will be for Group’s internal use only (“Permitted Use”). In addition, the Photography may not capture any Resort employees or other Resort patrons and may not be used for a commercial purpose. Group agrees that the Photography shall not depict or portray, directly or indirectly, any violence, gambling, underage drinking, visibly intoxicated people, nudity, lewd behavior, or drug use at the Event or otherwise. Group shall not express or imply any endorsement by Resort of the Photography or any related aspect thereof or any of Group’s services in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited). Group acknowledges and agrees it is fully responsible for (a) all technology, internet and related costs; and (b) any and all necessary licenses, permissions or approvals; in connection with the Event, Photography.

Prior to the use of any such Photography permitted by this Agreement, Group shall be responsible for ensuring that Resort has reviewed and approved the content and use of the Photography. Resort approval may be withheld at Resort’s sole discretion.

11. LIVE STREAM

Resort does not provide live streaming services for convention events. However, Group may stream live video of the Event from the Function Space to Group's online platform or website (the "Live Stream") and may record the Live Stream (the "Live Stream Recording") in accordance with the terms of this section. Group may conduct the Live Stream and Recording without executing a separate location agreement, if (i) the Live Stream and Live Stream Recording only captures the inside of the Event Function Space and does not capture any images of the exterior of the Function Space (including without limitation, hallways, corridors and public spaces outside the event Function Space); (ii) the Live Stream will be for remote attendees viewing of the Event from Group's selected platform; (iii) the Live Stream and Live Stream Recording footage does not capture, and Group does not superimpose into the Live Stream or Live Stream Recording, any Wynn logos or marks; (iv) Group obtains Resort's prior written approval for use of any platform or website that Group will be broadcasting the Livestream to and/or posting the Live Stream Recording on; and (v) the Live Stream Recording will be for Group's internal use only in connection with the Event ("Permitted Use"). For the avoidance of doubt, the Live Stream and Live Stream Recording may not capture any Resort employees or other Resort patrons and may not be used for a commercial purpose, including, without limitation, marketing purposes; provided that Group may offer the Live Stream Recording on Group's online platform to its viewers for a fee. Group agrees that the Live Stream and Live Stream Recording shall not depict or portray, directly or indirectly, any violence, gambling, underage drinking, visibly intoxicated people, nudity, lewd behavior, drug use or any illegal activity. Group shall not express or imply any endorsement by Resort of the Live Stream and Live Stream Recording or any related aspect thereof or any of Group's services in any other manner whatsoever (whether or not similar to the uses herein above specifically prohibited). Group acknowledges and agrees it is fully responsible for (a) all technology, internet and related costs; and (b) any and all necessary licenses, permissions or approvals; in connection with the Event, Live Stream and Live Stream Recording.

12. 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.

13. INDEMNIFICATION

The Group shall indemnify, defend, save and hold harmless the Resort 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, resulting from or arising from 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 Resort's guest rooms or Function Space, Group's breach of this Agreement or any of Group's representations contained herein, or Group's third party agreements, except to the extent arising from the gross negligence or willful misconduct of the Resort, its directors, officers, employees or agents in connection with this Agreement.

Group further agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless Resort, its officers, directors, employees, agents and affiliates from and against all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Photography (as defined herein) or Live Stream (as defined herein), including but not limited to any misuse of the Photography and Live Stream outside of the Permitted Use, any interruption of internet connectivity or claims that music and images contained in the Photography or Live Stream violate the intellectual property rights of any third party.

The Resort 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 the Resort, 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.

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

14. 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;
- a) Employers' Liability Insurance in minimum limits of One Million Dollars (\$1,000,000.00) per occurrence;
- b) 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
- c) 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.
- d) Media Liability and Technology Errors & Omissions Insurance. In the event Group will live stream the event or take photography or videography, Group shall maintain media liability and error and omission insurance with worldwide coverage for a period of at least three (3) years, having limits of at least \$3,000,000.00 for each claim, with an annual aggregate limit of at least \$3,000,000.00. Such insurance shall have standard coverage, including but not limited to, coverage with respect to cyberattacks, data loss, cyber virus, libel/slander or other forms of defamation, infringements of common law or statutory copyright, infringements of rights in material to be broadcast or in the manner of presentation thereof, infringement of privacy rights, breach of implied contract and unauthorized use of material in the Live Stream and Live Stream Recording (as defined herein) or Photography (as defined herein).

All insurance required hereunder shall be primary coverage regardless of any coverage maintained by the Resort 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 Resort promptly after the mutual execution of this Agreement. The Group will include Resort 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 the Resort.

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 the Resort to the insurance and limits insured, as shown herein, shall not be considered as a limitation of the Group's liability under this Agreement or an agreement by the Resort to assume liability in excess of said amounts or for risks not insured against.

15. 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.

16. 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.

17. 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.

18. 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.

19. COMPLIANCE WITH LAWS

At all times during, and in connection with, the Event, Group shall comply, and ensure that each Event attendee and vendor performing services at the Event complies; with all applicable laws including, to the extent applicable, any Emergency Orders and related Directives or Mandates issued by the Nevada Governor, the Nevada Gaming Control Board, or any other governmental authority having appropriate jurisdiction.

20. 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

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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.

21. CANCELLATION CHARGES

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

Date Cancellation Notice Received Prior to Event	Cancellation Charges
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

22. ACKNOWLEDGEMENT

Name

Date