

## BOOKING PROCEDURES AND INFORMATION

### RENTAL APPLICATION

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Prospective tenants who have not rented our facilities previously should complete a Rental License Application, which is included within this guide. This guide also contains rate schedules for facility rental and other associated event costs. The list contained in the guide is not a complete list of other costs that may be associated with an event. Upon return of your completed Rental License Application, it will be reviewed and, in our sole determination, we will approve or disapprove your requested event date, based on the following criteria:

- a) Comparison to other prior successful events
- b) Event feasibility and technical suitability for the venue
- c) Applicant's previous event experience and promotion history
- d) Applicant's financial resources
- e) Availability of the dates requested

#### ***FIRST TIME APPLICANTS PLEASE NOTE:***

*Submission of the Rental License Application does not guarantee an award of dates.*

*Dates will not be held for "first-time" customers without an approved Rental License Application.*

*Date holds will not be retained for more than 30 days without renewal by further contact with the Performing Arts Center.*

### EXECUTION OF RENTAL AGREEMENTS

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All arrangements are considered tentative until the Rental Agreement has been fully executed. The Rental License Agreement must be submitted and signed by the promoter/licensee/user, at which time the rental deposit may / may not become due. The standard rental deposit is the full rental fee plus (in rough terms) 50% of estimated costs. If, at the sole discretion of the Performing Arts Center, ticket sales proceeds are insufficient to cover facility expenses, promoter/licensee/user may be required to make additional deposits prior to the event to cover the balance of estimated staffing costs, equipment use fees, and technical expenses. If required deposits are not made within the designated time period, the event may be cancelled resulting in all other deposits being forfeited.

After discussions with the promoter/licensee, the P.A.C. Director of Artistic Programming & Production will prepare an itemized estimate of reimbursable event related expenses that the licensee will be responsible for at the time of settlement. A copy of this estimate will be provided to the promoter/licensee/user and will be considered an addendum to the Rental Agreement (contract) for the facility being rented.

Tickets may not be sold for an event until the licensee has returned the signed Rental Agreement with deposit. The Performing Arts Center also maintains the right to insist on having the Certificate of Insurance on file prior to an event going on sale. The promoter/licensee/user is not permitted to advertise the event until the Rental Agreement for that specific event has been signed and returned with the required deposit.

The P.A.C. Director of Artistic Programming & Production can be reached at (702) 895-4712 to answer specific questions about Rental Agreements.

### SETTLEMENTS

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At the conclusion of the event, the promoter/licensee/user will be responsible for settling all facility expenses. The settlement may take place at the Performing Arts Center or be conducted via mail, e-mail, or fax. Settlements may be arranged on the next working day following the event, or later (at the discretion of Center directors). All "night of" settlements MUST be pre-arranged. Upon settlement, the promoter/licensee/user will be presented with available documented facility expenses including, but not limited to, facility rental and labor balances, ticketing expenses, hourly stage crew, front-of-house staff, equipment use fees, catering expenses (if applicable), and ticket office settlements. In the event that ticket proceeds do not equal the expenses due, the promoter/licensee/user will be responsible for the amount due at the time of settlement.

Refunds of proceeds (minus outstanding expenses) to the promoter/licensee/user will be transferred in check from within ten (10) working days of the settlement. **Any unresolved or outstanding expenses from individual events MUST be settled within thirty (30) days of the event's conclusion, after which a late fee of five (5) percent may be applied.**

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Any questions regarding payment of financial settlements should be directed to the Director of Finance & Guest Relations at (702) 895-4711.

### ***INSURANCE REQUIREMENTS***

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The Promoter/Licensee shall carry a policy of Commercial General Liability Insurance (Insurance Services Office form or equivalent approved by the UNLV Controller's Office) covering Promoter/Licensee and the Performing Arts Center (University of Nevada System Board of Regents). Licensee must carry a combined policy limit not less than the Minimum Liability Insurance Limit specified in the Rental Agreement (normally \$1,000,000.00) and the certificate must cover the entire period of the event, providing coverage on an "occurrence" basis (as opposed to "claims made").

The Certificate of Insurance will name the UNLV Performing Arts Center, its agents, officers and employees as additional insureds. The Licensee agrees to indemnify, defend and hold harmless the Performing Arts Center and the University of Nevada Board of Regents from any claim or loss or damage arising out of the Event and all activities relating thereto, except those occurring by reason of the Performing Arts Center's sole negligence.

### ***PREPARATION OF INSURANCE CERTIFICATES***

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The University's Risk Management Division has approved two alternate methods in preparing the Certificate of Insurance:

1. If Certificate Holder reads: "*Board of Regents, Nevada System of Higher Education on behalf of the University of Nevada, Las Vegas and the Performing Arts Center,*" the Additional Insured may simply be listed as "*Certificate Holder.*"
2. If the Certificate Holder is not designated, as above, then the Additional Insured must carry the above clause displayed in italics.

***The University address (Box 455005, Las Vegas, Nevada, 89154-5005) must appear on the Certificate. A Sample Certificate of Insurance is included in this guide on the next page.***



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>					EACH OCCURRENCE \$1,000,000
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$1,000,000
						GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$1,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	<b>AUTOMOBILE LIABILITY</b>					COMBINED SINGLE LIMIT (Ea accident) \$500,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
	<b>UMBRELLA LIAB</b>					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$					\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>					WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
	PROFESSIONAL LIABILITY (IF APPLICABLE)					E.L. DISEASE - POLICY LIMIT \$500,000
						PER CLAIM \$500,000
						MINIMAL AGGREGATE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

Board of Regents  
Nevada System of Higher Education  
4505 Maryland Parkway  
Las Vegas, NV 89154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE