

Catering Policies



RESORT • SPA • CASINO
LAS VEGAS

Toll Free 1 • 866 • 551 • 1540 | catering@theMresort.com

12300 LAS VEGAS BOULEVARD, SO | HENDERSON, NEVADA 89044 | 702 • 797 • 1919 | www.theMresort.com



Catering Policies

Food and Beverage: To ensure compliance with County Board of Health food handling regulations, food will be consumed on the hotel premises at the contracted time. The M Resort is the sole provider of all food and beverages served in the banquet facilities. Food and beverage is not permitted to be brought into the Convention area by a guest or any client's guests or attendees.

In compliance with Nevada Liquor Laws, the M Resort is the only authorized licensee able to sell and serve liquor, beer and wine on Hotel premises. The M Resort reserves the right to refuse service to any person who appears to be intoxicated. The M Resort reserves the right to inspect the identification of any person attending events in the Convention or Event areas. No one under twenty-one (21) years of age will be served alcoholic beverages.

Receptions, except those preceding a dinner, require a four station minimum expenditure in food, excluding beverage, tax and service charge. Reception Stations are charged on the total number of guests guaranteed.

Guarantees: Guaranteed number of attendees for all events must be received by the Catering office three (3) business days prior to the event and four (4) business days prior to events held on Sundays and Holidays. You will be charged the guaranteed number or the number of people actually served, whichever is greater. We will not set more than 5% above your guaranteed number. If no guarantee is received, the number of guests indicated on the Banquet Event Order will be the guaranteed attendance. If the guaranteed number of attendees decreases by more than 15% from the original estimated number of attendance, the M Resort reserves the right to charge room rental or relocate your group to a smaller room.

Payment: The M Resort requires a non-refundable deposit of 50% of estimated charges, payable within fourteen (14) days of receiving these policies. Balance of charges based on the anticipated attendance, shall be paid in full by cash, company check, money order, cashier's check or credit card at least fourteen (14) days prior to the event with a maximum of \$25,000 for American Express cards only. The M Resort requires a credit card number and completed authorization form on file for any additional charges incurred on the day of the event. If balance of charges has not been received within fourteen (14) days of the scheduled event, the M Resort reserves the right to cancel the event, retain the deposit, and the client will still be responsible for the "cancellation charges" specified herein.

Tax and Service Charge: All Food and Beverage prices are subject to a 22% service charge and 7.75% sales tax. Tax-exempt organizations must provide a Certificate of Exemption from the State of Nevada to the Catering office at least two (2) weeks prior to the event.



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Service Charges:

- A labor charge of \$175 per Chef, Bartender or Attendant will be added to the Banquet Event Order.
- A labor charge of \$400 per Sushi Chef or Sommelier will be added to the Banquet Event Order.
- Cash events require approval by the M Resort in advance of an event. Minimum costs will apply.

Pool/Terrace Events: Due to the architectural nature of the pool(s) and terrace(s), and for the safety of all guests, additional lighting may be required for an event. Lighting charges may be added to all client invoices as installed. The M Resort management reserves the right to make the final decision to use indoor facilities in case of inclement weather on the day of the event. Lifeguard(s) may or may not be required for pool events at a charge of \$175 each.

Floor Plans: Floor plans must be submitted by The M Resort to the Clark County Fire Department for events of three hundred (300) guests or more. These floor plans must be to scale and include all décor, audiovisual and room set-up requirements. Approval of the plans will be charged by the Clark County Fire Department and billed to you on your Banquet Event Orders as follows;

- Plans submitted prior to ten (10) days before the event are subject to a \$150.00 per plan fee.
- Plans submitted within ten (10) days of the event are subject to a \$300.00 per plan fee.
- Revisions to previously submitted plans are subject to an additional \$450.00 per plan fee

Floor plans are final once approved by the Fire Department. No additional equipment, tables, or décor may be added. The Clark County Fire Department will allow deletion of equipment, tables and décor from the final floor plan.

Audio Visual: The M Resort's audio visual department, Encore, is recommended for events requiring audio-visual equipment. Clients using outside vendors may be charged an accommodation fee for these services.

Initials _____



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Nevada Clean Indoor Air Act: By Nevada State Law, smoking is prohibited in indoor public spaces. As a result, all of The M Resort's Meeting Rooms, Ballrooms and Public Promenades are designated as NON SMOKING. The Nevada Clean Indoor Air Act does not provide exemption for private events; therefore, any person or groups using these areas do not have the option of waiving the no smoking regulation for a closed event.

Decorations/Displays/M Resort Logo: Affixing any materials to the walls, floors, ceilings or furnishings is not permitted. Additional charges may be incurred for The M Resort to handle any banners, posters and signs. Displays, signs and/or decorations may not be used unless approved in advance by M Resort. If approved, the client agrees to be responsible for any damage done to M Resort property during the time the premises are under the client's control. This also includes any excessive cleanup made necessary by outside decorators or agencies during set-up or teardown.

If an outside decorator/agency is approved and contracted, it is the responsibility of the client's organization to ensure the decorator provides the Clark County Fire Department with all proper certification or fire retardant materials. The decorator must provide in advance such certificates and have in their possession at the time of set-up for presentation upon request by M Resort and/or Clark County Fire Department.

Liability: Organization/Client agrees to protect, indemnify, defend, and hold harmless M Resort and its employees and agents against all claims, losses, or damage to persons or property, government charges, fines and costs (including reasonable attorney's fees) arising out of or connected with the use of the facilities, including but not limited to the installation, removal, maintenance, occupancy or use of the premises, or any part thereof, by Organization, or any guest, invitee or agent of Organization or any independent contractor hired by Organization, except those claims arising out of sole negligence or willful misconduct of The M Resort.

Obligations: If our obligations under this Agreement are not met for any reason beyond our control, our failure is completely excused and we may cancel this Agreement by returning your deposit. The following is a partial list of events that, if they occur, would be considered beyond our control: strikes, labor disputes, accidents, government restrictions on travel, hotel operations, goods or supplies, acts of war and acts of God or similar unforeseen unanticipated events causing impossibility in our ability to perform. Location of event(s) not guaranteed and can be changed by The M Resort management as needed. Every effort to minimize relocations will be made.

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Miscellaneous:

Advertising of Events

Organization/Client shall not use without M Resort's prior written consent, the names, trademarks, service marks, art work, designs, or copyrighted materials of The M Resort, or its related subsidiary companies, in (a) any advertising, publicity, press release, client list, presentation, or promotions; (b) to express or to imply any endorsement of M Resort or its services, or (c) in any manner other than as expressly provided in these policies.

Merchandise for Sale

Any function with an admission charge or fee, or has merchandise for sale, must be approved and licensed with the Clark County License Board. A copy of the certificate must be presented to the Catering office at least fourteen (14) days prior to the event.

Loss or Damage

The M Resort is not responsible for loss or damage to any property the organization or its guests bring to M Resort, before, during or after the use of the facilities.

Security

Client or M Resort may require security for certain events. Only M Resort security or an approved outside security firm may be used.

Shipping/Packages

There will be handling charges for incoming and outgoing packages. Each incoming package must be labeled with the name of the registered guest who is responsible for the handling charges.

Cancellation Charges: Should it be necessary for you to cancel a catered event, the following policy concerning refunds will apply:

<u>Date Cancellation Notice Received by M Resort</u>	<u>Percentage of Damages</u>
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 90+ days prior to arrival	Deposit on File

Acknowledgement

I acknowledge receipt of the above Catering policies and agree to them.

Signature

Date