



IRVING CONVENTION CENTER
AT LAS COLINAS

BOOKING POLICIES

*The Irving Convention and Visitors Bureau markets Irving
as a premier travel destination,
enhancing the community's economy and quality of life.*

I. FACILITY PURPOSE

The Irving Convention Center at Las Colinas (ICCLC) serves the Irving community by offering a state-of-the-art facility, professionally operated to attract visitors by accommodating trade shows, conventions, meetings, public expositions, business activities, social, sporting and community events. Owned by the City of Irving, Texas and under the direct oversight of the Irving Convention and Visitors Bureau (ICVB), the ICCLC enhances the economy of the City of Irving by the attraction of these events, the visibility and awareness they create, the visitors that accompany them and the generation of new economic benefits throughout the area by that visitor spending. The ICVB is the official destination marketing organization for the City of Irving.

II. GLOSSARY

Board of Directors: The Board of Directors of the Irving Convention and Visitors Bureau, also referred to as "Board."

Conventions/Trade Shows: An assembly of people who specialize in one particular area of interest. A convention is generally a meeting function with some exhibition needs. A trade show is composed primarily of exhibits with limited technical sessions that are relative to the particular trade. Neither conventions nor trade shows are typically opened to the general public and a registration fee for participants is usually imposed.

Operator: The entity contracted by the City to manage the Center in all of its activities and operations, including but not limited to, the rental of space, advertising, promotion, marketing, sales event management, staffing, security, custodial and support services including, but not limited to, food and beverage requirements for conferences, conventions, exhibitions, performances, special events and any and all events and support services taking place in the Center as deemed necessary by the City and the Firm.

Meetings: An assembly of people for a wide variety of purposes; business, religious, social, or educational. Based upon the nature of the event, a registration fee or some other restriction may be imposed to control access to these functions.

Miscellaneous Events: Events within this grouping include activities such as, but not limited to, proms, graduations, dances, dinners, musical and theatrical productions, and various civic events. Admission to these events is limited by the size of the space rented, anticipated attendance, or by an admission charge levied on the participants.

Public Expositions: Consumer or special interest shows conducted or produced for the purpose of attracting a primary audience from the general public of the Irving and greater Dallas/Fort Worth community, and for which an admission charge is levied.

Local Events: Any event that draws primarily from and appeals to the local (DFW) general public, including but not limited to consumer shows; public expositions or meetings; any banquet, food and beverage events; any civic, cultural, artistic, athletic or entertainment event.

First Option: Provides a prospective client with the first right of refusal on specified space through a fixed date. If a License Agreement is not executed by this date, the space may be re-licensed or resold. Should another group of equal booking priority wish to book the dates (in whole or in part and as specified in the Second Option definition) prior to the fixed date specified, the holder of the First Option will be given three (3) business days to execute a written License Agreement for the space.

Second Option: Provides for a second group of equal booking priority to enter into a commitment to book specific space and dates in the ICCLC should the space and/or dates, in whole or in part, being held under the First Option above be re-licensed by the First Option group. The commitment is in the form of a binding License Agreement contingent upon the space and/or dates being re-licensed under the defined procedure.

Tentative: Commitment to hold space based on a verbal request of the client. Either party may cancel such commitments with prior written notification without penalty.

Definite: Commitment to hold space based on a written request for space and subsequent written confirmation from the ICCLC. Definite holds are made pending execution of the License Agreement between the parties and may not be unilaterally cancelled by the ICCLC.

Confirmed: Space and dates are considered confirmed or under contractual commitment only upon execution of a License Agreement and receipt of deposits as outlined therein.

License Agreement: Binding agreement for the use of space at the ICCLC supplied by the Operator in a form and format acceptable to the City of Irving.

III. BOOKING RESPONSIBILITIES

Advance Bookings. The ICVB has primary responsibility for marketing the ICCLC for meetings, conferences, conventions, trade shows, training forums and all events that require hotel accommodations, and to carry out this responsibility will have control over all bookings more than twelve (12) months in advance. The ICVB, in coordination with Operator, may also book meetings, conferences, conventions, trade shows, training forums and events, not limited to space and catering agreements booked less than twelve (12) months in advance, if the dates have not been confirmed to other users. Prior to committing to dates booked, ICVB will confirm with Operator that the space can be properly converted, set up, equipped, and furnished on the dates and times user desires it. In the event that a planned ICVB booking adversely impacts the ICCLC Approved Budget, the Operator shall notify ICVB of the extent of such financial impact prior to confirmation of booking, and shall not confirm booking without written ICVB Executive Director approval, following notice to the ICVB Board. Operator may tentatively book events more than twelve (12) months in advance, provided the dates have not been confirmed to other

users and the events are not within ICVB primary responsibility area. Dates booked in this manner shall be confirmed when formally released by the ICVB.

Near-Term Bookings. Operator shall have primary responsibility for marketing and scheduling the ICCLC for all “near-term” dates (12 months or less in advance) not utilized by the bookings generated by the ICVB. Markets for “near-term” dates will include, but are not limited to, locally and regionally oriented events such as consumer shows, spectator sports and entertainment, meetings and social functions, and other special activities that can be properly held at the ICCLC.

IV. BOOKING GUIDELINES

Booking Responsibilities

Reservations for ICCLC space more than twelve (12) months in advance of the requested dates are normally handled by the Irving Convention and Visitors Bureau (ICVB), subject to the guidelines in Sections V, A and B below.

Reservations for ICCLC space less than twelve (12) months in advance of the requested dates are normally handled by the Operator, subject to the policies outlined herein.

Business Evaluation

To maximize the regional economic impact, Operator and ICVB staffs will consider the booking on an individual basis.

Guidelines will include but may not be limited to: room-night generation; lead time of booking; peak demand time; arrival/departure pattern; length of stay; projected revenue to the ICCLC through rental and ancillary sources; degree of industry influence; and potential for repeat/referral business.

It is recognized that many factors impact the desirability of any account. In order to achieve the maximum utilization of the facility and economic impact for the region, it may be appropriate to confirm groups that singularly do not meet the guidelines, but are beneficial to the region when viewed in the broader booking perspective.

V. RESERVATION PRIORITIES

A. First Priority Events

Conventions, trade shows and other group activities which are international, national, regional, or statewide in nature, which are not typically open to the general public, and which have a significant impact on the hotel tax generated are given priority in selecting and reserving dates. Events in this category will typically use a significant portion of the rentable space in the ICCLC and generate a minimum of 1200 room nights and/or a peak night of 400 rooms in Irving hotels. Space is unrestricted and can be confirmed and contracted as far in advance as necessary or appropriate and may supersede requests for other events and activities, unless a license agreement has been previously executed and a deposit secured by the Operator for such other event.

1. The ICVB holds full and final authority to execute agreements with First Priority events as far in advance as it deems appropriate and/or necessary.
2. Reservations: Date requests for First Priority Events may be made as far in advance as necessary or appropriate pursuant to the definitions above.

3. License Agreement: A signed, fully executed License Agreement for First Priority Events will be required not less than twenty-four (24) months in advance of the event, or at the discretion of the Operator.
4. Refusal Options: As outlined in the definitions, all reservations will be subject to First and Second Options until a fully executed License Agreement is in place.
5. Deposits: A minimum deposit in the amount of twenty-five percent (25%) of the total estimated rental and expenses is required upon execution of the License Agreement. A greater deposit may be required at the discretion of the Operator depending upon business factors including, but not limited to, proximity of the event date(s) to the date that the License Agreement is offered.
6. Preference may be given among First Priority Events to those events that confirm returning to the ICCLC on an annual or more frequent basis.

B. Second Priority Events

Smaller conventions, trade shows, corporate meetings, sporting events and similar activities that provide a positive impact on the generation of hotel taxes shall be considered Second Priority Events and will be given second priority status on dates. Events in this category will typically use a significant amount of space in the ICCLC and may generate hotel room nights in Irving hotels, with a room usage of less than 400 peak night rooms and/or 1,200 total room nights. License Agreements for these events will normally not be executed more than 36 months in advance and are subject to change to accommodate First Priority Events, unless Operator has already executed a License Agreement and secured a deposit.

1. Reservations: Date requests for Second Priority Events may be made as far in advance as necessary or appropriate. Second Priority Events may not supersede requests for First Priority Events, nor can they challenge First Priority Events as a second option.
2. In booking Second Priority Events, preference will be given to groups who meet the guidelines specified herein for Special Consideration.
3. License Agreement: A signed, fully executed binding document for Second Priority Events will be required not less than twelve (12) months in advance of the event, or at the discretion of the Operator.
4. Refusal Options: As outlined in the definitions, all reservations will be subject to First and Second Options until a fully executed License Agreement is in place.
5. Deposits: A minimum deposit in the amount of twenty-five percent (25%) of the total estimated rental and expenses is required upon execution of the License Agreement. A greater deposit may be required at the discretion of the Operator depending upon business factors including, but not limited to, proximity of the event date(s) to the date that the License Agreement is offered.

C. Third Priority Events

Multiple day local trade shows, consumer shows (shows open in whole or in part to the general public and not meeting the criteria outlined in IV-B), seminars, food functions, and other social events will be categorized as Third Priority Events. These events generate few if any hotel rooms and utilize available ICCLC space remaining from previously booked events, or are held during low ICCLC demand times, or in periods with conflicting hotel room demand.

1. Reservations: Date requests for Third Priority Events may be made not more than twelve (12) months in advance, unless the requested dates are known to conflict with high room demand events. Third Priority Events may not supersede requests for First or Second Priority Events, nor can they challenge First or Second Priority Events as a second option.

2. Within the Third Priority Event category, preference will be given to long-standing public shows and tradeshow held on an annual basis in Irving that have a proven track record of success and benefit the community at large. These events may obtain tentative scheduling reservations for facilities and dates on a long-term basis. Such long-term reservations shall be subject to rescheduling or termination to accommodate First and Second Priority Events or may become confirmed with ICVB Board Approval.
3. License Agreement: A signed, fully executed License Agreement for Third Priority Events will be required not more than thirty (30) days following the submittal of a Facility Use Application as defined herein below, at least thirty (30) days in advance of the event, or immediately at the discretion of the Operator.
4. Refusal Options: As outlined in the definitions, all reservations will be subject to First and Second Options until a fully executed License Agreement is in place.
5. Deposits: A minimum deposit in the amount of twenty-five percent (25%) of the total estimated rental and expenses is required upon execution of the License Agreement. A greater deposit may be required at the discretion of the Operator depending upon business factors including, but not limited to, proximity of the event date(s) to the date that the License Agreement is offered.

D. Fourth Priority Events

Fourth Priority Events are single-day local events. Reservations for Fourth Priority Events may be taken no sooner than twelve (12) months prior to the event date. License agreements for Fourth Priority Events may not be issued until six (6) months prior to the event date. There may be exceptions to this process for holiday season or special events, which may be granted Third Priority Event status.

E. Special Consideration Events

All event priority categories are subject to review. Guidelines for Special Consideration include, but are not limited to:

- Projected overall direct economic impact to the City of Irving and the hospitality industry
- Total number of room nights required
- Projected revenue to the facility in direct space rental, as well as projected revenue from concessions and other building services
- Event held during off-peak demand times defined mutually by ICVB and Operator
- Arrival/departure patterns
- Public relations value to the region
- Hotel occupancy/distressed periods
- Conflicting events (other conventions, major sporting events, etc.) which substantially reduce the availability of hotel rooms in the area
- Potential for growth, annual, repeat, or multi-year bookings
- Previous verifiable history and event experience

Special Consideration will require mutual agreement of Operator and ICVB, and may require ICVB Board of Directors approval.

E. Prime Tenants

The Operator reserves the right to recognize certain events, or franchise operations, as Prime Tenants and to provide such Tenants with special considerations beyond these guidelines. These considerations shall be memorialized in writing and shall supersede this document.

G. High Risk Events

Certain events will be defined as High Risk Events, and will be subject to special procedures in the booking and management of the event. Criteria for the identification of an event as high risk will be solely at the discretion of the Operator, and may include but not be limited to, the history of incidents at previous events, the use of certain terms (including but not limited to rap, gangsta rap) in advertising related to the event, the use of general admission or festival seating, and the hours of operation.

- The event producer must request and receive written confirmation of the event from the Operator no less than eight weeks prior to the event.
- The event producer must submit in writing with the request for dates:
 - Names of all artists scheduled to appear or perform
 - Names of all vendors exhibiting at the event and confirmation of the appropriate state and/or local licenses for these
 - Listing of all similar events produced by the event producer over the past two years
 - Verification of funds availability
- No advertising of the event or sale of tickets is permitted prior to the execution of a License Agreement. All advertising is subject to the prior review and approval of the Operator.
- A final listing of all acts scheduled to perform or appear is to be submitted in writing no less than 30 days prior to the event. No changes or substitutions are permitted without the written approval of the Operator. If changes are made without this approval, it will be considered grounds for termination of the event. The operator reserves the right to request and receive signed copies of the talent agreements for all artists listed as performing or appearing.
- A final listing of all vendors exhibiting at the event, with confirmation of the appropriate state and/or local licenses for these, shall be submitted in writing no less than 30 day sprior to the event. The Operator reserves the right to request copies of all state and/or local licenses for all vendors exhibiting.
- ~~The License Agreement must be negotiated and executed no less than 30 days prior to the event.~~
- The Operator reserves the right to require certain levels of police and/or security personnel, based on a review of the event by the Irving Police Department, and other agencies at their discretion.
- The Operator reserves the right to require an event organizer to rent the entire facility when the nature of an event or its security requirements do not allow for any other events to be booked simultaneously.
- ~~The License Agreement must be negotiated and executed no less than 30 days prior to the event.~~
- Deposits will typically be required under the following schedule. All deposits must be in the form of cash, certified check, or money order and are non-refundable unless noted otherwise. Box office proceeds may not be used to defray expenses under the below schedule.

Booking:	\$5,000
30 days prior:	50% of rent and event related expenses
15 days prior:	balance of rent and event related expenses
- The Operator reserves the right to require a supplemental security bond payable to the City of Irving for potential damages to the facilities, in an amount to be determined in the sole discretion of the Operator, based upon factors which may include, but are not limited to, the history of incidents at previous events. The amount of the bond will be set in an amount from a minimum of \$10,000.00 to \$100,000.00 or more, if warranted by the potential for property damage. Such a bond would be required 21 days prior to the event.
- Tickets must be on sale for the event no less than four (4) weeks prior to the event. However, no tickets will be placed on sale unless a License Agreement is fully executed.

- Seating will be reserved unless approved in advance by the Operator. General Admission or festival seating events will require additional security and set up costs that will be the sole responsibility of the event producer.
- No event may extend past 12 midnight without the prior written approval of the Operator. The event producer is fully liable for all costs associated with the event extending past the established time, including but not limited to overtime labor costs and additional rental fees as may be assessed.
- Operational parameters, including but not limited to security postings and coverage, entrance searches, house lighting levels, backstage access, intermission length and timing will be solely under the control of the Operator. Any additional costs associated with these requirements will be the responsibility of the event producer.
- Event producer must provide proof of insurance in a form acceptable to the Operator no less than 30 days prior to the event, of insurance coverage in compliance with the paragraph that follows:

At least thirty (30) days prior to commencement of the Lease Term, Tenant shall provide the Operator with a Certificate of Insurance evidencing insurance issued by an insurance carrier with a "Best" Rating Agency rate of A+ as proof of insurance coverage in the amounts of Five Million Dollars (\$5,000,000.00) of Per-Occurrence Limit Coverage to include: Comprehensive Form, Independent Contractors, Contractual, Fire Legal Liability and Products/Completed Operations. The term of such coverage shall coincide with the Lease Term, including the Load-In and Load-Out Periods. Such insurance coverage shall specifically name The City of Irving, The Irving Convention and Visitors Bureau, the ICCLC, the Operator, their respective directors, officers and employees, as additional insured's. Such insurance shall cover any damage or injury to any and all officers and employees of the Operator and any other persons attending the Event or any property connected with the Event when such persons or property are located in, on, around or about the Function Space. In the event that Tenant fails to provide the Authority with such insurance certificate at least thirty (30) days prior to the commencement of the Lease Term, the Operator may, at its sole discretion, obtain such insurance without prior notification to Tenant, and charge such expense to Tenant, or cancel the Event, in which case Tenant shall be liable for all Rent and other costs as stated herein, and the Operator shall not be responsible for any expenses or losses sustained by Tenant resulting there from. All policies must state that the policy may not be canceled or reduced by the insurance carrier without giving twenty (20) days' prior written notice to the Operator. The Tenant agrees to provide Worker's Compensation coverage for Tenant's employees in order to comply with the laws of the State of Texas. All of Tenant's insurance policies shall include the following endorsement:

Additional Insured's for liability coverage, except for premium payment obligations, shall include the City of Irving and all departments, boards or committees established by it or under its control. This insurance is primary to any other valid or collectible insurance or self-insurance, whether or not such other insurance or self-insurance is primary, contributory, or excess. This insurance shall apply to each named insured for occurrences taking place during the Lease Term, including Load-In and Load-Out Periods, in all areas of the Function Space in which any activity connected with this Agreement takes place

VI. PROTECTION CLAUSE:

A protection clause may, upon approval of the Operator and the ICVB, be granted to recurring consumer or trade show events with a proven record of success and financial ability, and which have produced significant economic benefit to the City of Irving community and public assembly facilities. If granted by Irving Convention Center, the protection period will be for a maximum of sixty (60) total days of

protection. Operator will have discretion to split the protection period (*i.e.*, 30 days before and after, or 45 days before and 15 days after), but in all cases the Protection Period shall be detailed in the License Agreement. The Protection Clause in the License Agreement will read as follows:

Protection Clause

Licensor agrees that it will not license any portion of the ICCLC facility to any competing event for a period of ____ days before Licensee’s first event day and ____ days after Licensee’s last event day (the “Protection Period”). A “competing event” is hereby defined as an event which has thirty-five percent (35%) or more of its net square footage of exhibit space showing/selling product lines the same or substantially similar to the product lines in the Licensee’s event. However, a show that is open to the public shall never be deemed a competing event with a show open only to the trade and vice versa. The determination whether or not an event is a “competing event” shall be solely within the discretion of the ICC General Manager and shall be based upon the product lines and/or exhibitor listings from both events.

VII. RESERVATION PROCEDURES:

A. Facility Use Application

In order to request space in the ICCLC, a Facility Use Application must be submitted to the Operator.

Operator may decline to approve any application for any event or producer on the basis of credit references, financial ability or prior experience, or to a producer who has failed to perform any obligations under a prior agreement with the ICCLC or similar facility, has cancelled or failed to proceed with a confirmed reservation in the ICCLC or a similar facility, or whose conduct is, in the sole opinion of the Operator and/or the ICVB, detrimental to the best interest of the City of Irving and the region.

B. Reservation Status

Tentative Reservations are subject to the approval of the Operator, and are subject to the following:

1. All tentative reservations can be cancelled by Operator subject to the provisions of First and Second Option as defined under Section III, 6 and 7.
2. A tentative reservation for a Third or Fourth Priority Event outside of six (6) months is subject to cancellation with a forty-eight (48) hour notice at the sole discretion of the Operator.

VIII. FIRST OPTION RIGHT OF REFUSAL

Should a group or event of equal scheduling priority submit a Facility Use Application for all or part of the same dates and/or space being held as a tentative under a First Option, the Second Option group or event shall be given the right to confirm the dates and/or space contingent upon the First Option group or event releasing the dates and/or space under the definition of First Option in Section III, 5.

To activate the First Option Right of Refusal process, the Second Option group or event must submit a Facility Use Application complete with a full deposit which will only be refundable if the First Option holder exercises their right to execute a License Agreement with the ICCLC.

IX. REVIEW

The booking policies contained herein shall be reviewed periodically by Operator, ICVB, Board and City, as may be appropriate based on business demands.