



## BOOKING POLICY

The purpose of this policy is to (1) maximize economic and cultural benefits to the community; (2) maximize facility usage and facility revenue potential; (3) to achieve balance between equestrian and non-equestrian shows and events while maintaining focus on equestrian activity; (4) clearly communicate to users of the Salt Lake County Equestrian Park and Event Center (Center) the booking policies that govern the reservation system; and (5) provide accessibility to the maximum practical extent to all who use this facility.

## DEFINITIONS

- A. **Booking** – the act of blocking specific facilities within the Center for a specific event at a specific time.
- B. **Event** – A licensed use of the facility whose dates are fixed in the license agreement and not subject to alteration without an agreement amendment. Event can be for the purpose of a public or private gathering.
- C. **Equestrian Event** – Events during which primary function is equestrian activity.
- D. **Consumer or Public Shows** – events which do not meet the definition of Conventions and Trade Shows or Meetings as outlined in Definition E below and which:
1. Are open to the general public rather than to a specific or limited and well-defined class of persons belonging to a trade or professional association; or
  2. Are advertised to the general public in the media without limitation to a particular trade, occupation or organization; or
  3. Involve selling and delivering merchandise from the convention floor exhibitors or licensees.
  4. Named events, advertised
- E. **Conventions and Trade Shows** – Events at which attendance is by invitation or registration only.
- F. **Club Activities** – Events that at which attendance is by invitation or registration only and occur with regular frequency and are at least 8 times a year.
- G. **Calendar of Events** – the Center’s listing of definite reservations, which is subject to additions, deletions and/or changes at any time.
- H. **Challenge** - situation when another license applicant wants a date or dates that have been reserved but not yet under License Agreement.
- I. **Definite Reservation** – a reservation where a Use License Agreement has been issued. The normal timeframe for return of a Use License Agreement from a client is 30 days.
- J. **Executed Reservation** – a reservation wherein a Use License Agreement has been executed and all required advanced scheduled fee payments have been received on schedule at the Center for an event on a specific date or set of dates.

- K. **Facilities** – all buildings, Centers, Arenas, meeting rooms, grounds, and parking facilities managed by SMG, including those facilities managed via contract with other organizations.
- L. **General Manager** – the General Manager of the facilities managed by SMG, or his or her designee.
- M. **Licensee** – any person or entity, including non-profit organizations, which contracts with the Center to produce, direct, manage, organize, or exhibit any event at the facility.
- N. **License Agreement** – written legal document guaranteeing space, dates, and payment schedule signed by both parties.
- O. **Consideration for Booking** – the act of providing an assignment of dates and/or space to a specific license applicant or Licensee for a specific event or events.
- P. **License Applicant** – any person or entity that applies to produce, direct, manage, organize or exhibit any event at the facility.
- Q. **Scheduling Calendar** – the official record of all Center reservations (tentative, definite, and executed) which is updated only as authorized by the General Manager and the Sales/Events Department.
- R. **Tentative Reservation** – a confirmed reservation. This is accomplished by the Center/SMG Sales/Events Department approving a Tentative Reservation Request. The approval will indicate use of a specific date(s) and specific space requested. These dates, times and spaces are not guaranteed until a Use License Agreement is executed.
- S. **Tentative Reservation Request** – A reservation request which is documented by a completed Reservation Information Sheet (RIS) or a Letter of Intent (LOI). A completed RIS or LOI requires signature by potential licensee and a specific request for dates and space requirements, prior to facility management approval. Once RIS has been returned to the Center, it will be reviewed and countersigned for approval.

## **POLICY AND PROCEDURES**

### A. Booking Responsibilities

The booking and maintaining of reservations for the Center are within the control of the Sales/Events Department of SMG locally.

### B. Reservation Application and Approval

Any person or entity wanting to reserve any part of the Center must complete and submit a RIS or LOI to the Sales/Events Department for approval. No date(s) will be reserved until the application form is returned and approved.

### C. Tentative Reservations

Tentative reservations are subject to the following:

1. Tentative reservations are non-transferable and will only be honored for the originally approved license applicant.
2. All tentative reservations are subject to challenge as set forth in paragraph “D”.
3. Reservations for the Center will not be held concurrently at the Salt Palace Convention Center and/or the Mountain America Exposition Center.

4. The General Manager reserves the rights to renew or continue a tentative reservation at her/his request.

#### D. Challenges

1. A date challenge occurs when another license applicant wants a date(s) that has been reserved with a tentative reservation by or for another license applicant, and such license applicant (“the challenger”) is willing to immediately execute and deliver to the General Manager or his/her designee a signed Use License Agreement that is acceptable to the General Manager or his/her designee together with an initial scheduled fee payment of 25 percent (25%) or more of the estimated total license charges.

2. The General Manager or his/her designee will advise the license applicant(s) having the reserved date(s) or space (“The date holder”) of the challenge. Such notice may be by telephone, letter, or email. The Date holder must immediately notify the General Manager or his/her designee their commitment to use the date(s) on hold and within five (5) business days of such notice execute a License Agreement and give a scheduled fee payment equal to 25 percent (25%) of the estimated total license charges. The General Manager or the designee may at his/her discretion extend the time limits if geographical, logistic, or other considerations warrant. If the "date holder" does not respond and move to license agreement the challenger may be given the dates/space and a license agreement will be executed immediately.

#### E. Definite Reservations

A license applicant will be sent a License Agreement for signature based on criteria established in paragraph G. Once a definite reservation is requested the date or set of dates is not subject to challenge unless the person or entity fails to return the License agreement executed, without modifications, and with the required fees requested by the Agreement. Failure to return the executed Agreement and required fees within the time requested may automatically and without notice, convert the definite reservation to a reservation request.

#### F. Scheduling Considerations (for tentative reservation requests)

1. A space request for an event that utilizes the indoor arena, another significant park attribute, and requests 800 or more show stall nights is permitted to request a tentative reservation 3 years or further in advance of the first scheduled day.\*

2. A space request for an event that utilizes the indoor arena, another significant park attribute, and requests 500 or more show stall nights is permitted to request a tentative reservation inside 3 years in advance of the first scheduled day.\*

3. A space request for an event that utilizes the indoor arena and requests 200 or more show stall nights is permitted to request a tentative reservation up to 18 months in advance of the first scheduled day.\*

4. A space request for an event that utilizes the indoor arena and requests 60 or more show stall nights is permitted to request a tentative reservation up to 13 months in advance of the first scheduled day.\*
5. A space request for an event that utilizes the indoor arena for three or more concurrent show days and requests no stall nights may be accepted up to 9 months in advance.
6. A space request for an event that utilizes the indoor arena for one or more consecutive show days and requests no stall nights may be accepted up to 6 months in advance.
7. Equestrian clubs are permitted to schedule activities one time per week in four hour blocks through a Use License Agreement. Club activities in any given week may be moved to another arena or date by Facility Management for the opportunity to host a non-club Event. A written notice will be provided to the Club by the Facility Management reflecting the change. Club activities will be booked in an outdoor arena or the covered arena based on availability. The indoor arena during the period November 1-February 28, is available for licensed use for Club activity based upon availability. Clubs can license space for activities six months at a time.
8. All outdoor arenas, polo field, triangle field, and the racetrack will be booked at Facility Management's discretion.
9. The General Manager may at his/her discretion, and after careful review with Park Staff, book an Event outside of the Scheduling Considerations based on unique circumstances that bring significant benefit to the Facility or Community.
10. Open ride will be accommodated in any of the available arenas on a regular basis.
11. Where available, the Facility will allow one half move-in or move-out day at no charge for an event. Additional move-in or move-out days can be purchased at half daily rental rates.

\*Licensee is required to guarantee 80% occupancy of the stall nights requested.

#### G. Contracting Considerations.

1. A tentative reservation request for events permitted 18 months and out from the first scheduled day:

In this section the term "Consideration Period" will refer to the period of time between the date when a RIS or LOI is countersigned by facility management and the first scheduled day of the event under consideration. After 25% of the Consideration Period has past, a tentative reservation will move towards an executed License Agreement. Potential Licensee will have 30 days upon issuance to sign and return the License Agreement to the Center for consideration by facility management to execute the agreement. If a potential licensee fails to return the License Agreement by the due date, the tentative reservation will be eliminated and the space and dates will be returned to available/unencumbered

inventory. Tentative reservation requests will not be accepted for specific events that have failed to return a License Agreement by the due date. Specific events in this situation will be required to secure a license agreement for dates and space directly from available/unencumbered inventory and not permitted to hold a tentative reservation. Any deviations in this policy/practice will be at the discretion of the General Manager.

2. A tentative reservation request for events permitted 18 months and in from the first scheduled day:

A tentative reservation request made inside 18 months will be permitted to remain as such, unless challenged or at the discretion of the General Manager, for a period of 30 business days after the countersignature date on the RIS or LOI. After such time, a tentative reservation will move towards an executed License Agreement. The potential licensee will have 30 days upon issuance to sign and return the license agreement to the Center for consideration by facility management to execute the agreement. If a potential licensee fails to return the License Agreement by the due date, the tentative reservation will be eliminated and the space and dates will be returned to available/unencumbered inventory. Tentative reservation requests will not be accepted for specific events that have failed to return a License Agreement by the due date. Specific events in this situation will be required to secure a license agreement for dates and space directly from available/unencumbered inventory and not permitted to hold a tentative reservation. Any deviations in this policy/practice will be at the discretion of the General Manager.

#### I. Moving of Dates and/or Space

Every effort shall be made to accommodate all license applicants requesting space in the Center. Therefore, at the discretion of the General Manager or designee and as existing contractual obligations permit, requests for dates may be accommodated by moving one or more events into other dates and/or spaces. This may include moving definite reservations upon the mutual agreement of the General Manager and the Licensee.

#### J. Multiple Occupants

To accommodate as many license applicants as possible and to achieve maximum occupancy and space efficiency, Center bookings will often result in simultaneous facility use by multiple occupants.

#### K. License Agreement

1. No person or entity shall be permitted access to the facilities for the purpose of producing an event or conducting any activity without entering into a properly executed License Agreement and the payment of the scheduled fees.
2. A License Agreement outlining payment, insurance and other pertinent requirements will be issued according to section G of this document unless requested earlier by client. The License Agreement must be fully executed and returned with the required fees within the specified time period to secure date(s) and space.