

Wildwood Convention Center
General Booking Guidelines - Entertainment
Rev. 6/2/08

4501 Boardwalk
Wildwood, New Jersey 08260
609-729-9000

Hall Rental

Full Hall 6,800-7,100 seats	\$10,000 – or – \$5,000 plus \$1.00 per ticket sold
Half Hall (East or West) 2,100-2,400 seats	\$5,000 – or – \$2,500 plus \$1.00 per ticket sold
Ballroom 1,000 seats	\$2,000 – or – \$1,000 plus \$1.00 per ticket sold

Rental includes:

- Stage up to 60x40 feet
- Floor and bleacher seating
- Heat & Air conditioning
- House lighting and public address system
- Use of Ticket Master ticketing system

Buyer provides:

- Sound and lighting
- Box office personnel
- Stagehands, carpenters and electricians
- Marketing
- Taxes

I. Statement of Purpose

The Wildwoods Convention Center is a convention and special events facility owned by the New Jersey Sports and Exposition Authority (NJSEA). The New Jersey Sports and Exposition Authority (NJSEA) has entered into an operating agreement with the Greater Wildwoods Tourism Improvement and Development Authority (GWTIDA/Operator) which oversees the facility's operations through a contract with SMG and food and beverage services through a contract with Well Bread. Building of the facility began in 2000 and was completed in April 2002. The facility opened in April 2002 for the primary purpose of generating economic impact to the area by creating entertainment options for residents and visitors alike and to increase the diversity of activities in the area.

The following are general guidelines for the booking of events at the Wildwoods Convention Center. The Operator retains the absolute right to schedule, book or contract or refuse to schedule, book or contract with persons or entities in a manner that, in its sole discretion, they determine to be in the best interest of the Operator and the NJSEA.

The Operator retains the right to modify, alter, amend, or delete all or part of these guidelines at any time without notice. The actions of the operator are subject to the review and approval of the NJSEA.

When scheduling events at the Wildwoods Convention Center, consideration will be given to the following factors:

- a. Hotel/Motel room nights generated;
- b. Related revenues for Island businesses;
- c. Event date;
- d. Potential for rebooking;
- e. Net revenue to the facility;
- f. Event history and the organizer's experience in producing similar events;
- g. Events potential for economic expansion.

II. 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.

III. Scheduling Priorities

Prime Tenants will receive first priority in the scheduling of events, subject to the contractual obligations in the agreement. Convention and Trade Shows, pursuant to the Booking Policies of the Convention Center, will be allowed to place tentative holds on dates as far out as is practicable. However, dates held tentatively by Conventions and Trade Shows not contracted twelve (12) months out, will be released without further notice.

IV. Scheduling Status

Tentative: Dates may be temporarily held pending the advancement to definite status or notification of cancellation by either party. All tentative date holds will include an expiration date. All tentative date holds are subject to the challenge procedure below, and confer no rights to the party making the request.

Definite: Dates may be held on a definite basis upon receipt of written confirmation of the request and \$1,250.00 non-refundable deposit. Definite dates are not subject to challenge, but may be released by the Operator with written notification and the return of the deposit.

Confirmed: Dates are considered confirmed upon the execution of a License Agreement and receipt of deposits under the schedule below.

V. Scheduling Procedures

The following procedures for booking events are established as guidelines. The designated representative of the Operator retains the right to modify or waive certain of these procedures if business conditions warrant.

- Event producers may place tentative holds on dates as far out, as is practicable, subject to the constraints above. Reservations may be made in writing or verbally to the designated representative of the Operator; however, no booking is considered confirmed until receipt of a confirmation letter from the Producer describing the proposed event and dates. A \$1,250.00 non-refundable deposit in the form of cash, certified check, or money order must accompany this written request.
- The Operator reserves the right to request information necessary to conduct a review of credentials; including but not limited to, confirmation of prior experience in producing similar events in similar venues, verification of funds to produce the event.
- Reservations will be held on a first come first served basis. In the event of competing claims on a date, the date and time of receipt of the written request will govern. The Operator reserves the right to rule on matters of date claims without the right of recourse.
- Scheduling protection may, at their discretion of the operator, be granted to events where there exists a clear and obvious conflict. Such protections will not exceed 60 days before or after the start and end date of the event. The operator has the ability to determine the length of the protection period, which will be mutually agreed upon with the licensee.

- Tentative date holds will be subject to challenge under the following guidelines:
 - Challenging organization must submit their request in writing with a \$1,000 refundable deposit in the form of cash, certified check, or money order.
 - Organization holding the date will have two business days to negotiate and execute a License Agreement, including a minimum of 25% of the rent and event related expenses being paid as a non-refundable deposit.
 - Should the organization holding the date be unable or unwilling to meet these requirements, the challenging organization will have two business days to negotiate and execute a License Agreement, including a minimum of 25% of the rent and event related expenses being paid as a non-refundable deposit.
 - Should both organizations fail to execute a License Agreement within the allotted timeframe, the date will become available to the next requestor.
 - Prime Tenant dates are not subject to challenge.

VI. Contractual Requirements

- A License Agreement must be offered and executed prior to making any public announcement of the event. No tickets for the event may be sold without an executed License Agreement. All advertising is subject to the prior review and approval of the Operator.
- Deposits may 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 will not typically be used to defray expenses under the below schedule.

Booking:	\$1,250.00 – ½ Hall, \$2,500.00 – Full Hall
30 days prior:	25% of rent and event related expenses
15 days prior:	50% of rent and event related expenses
5 days prior:	balance of rent and event related expenses

- Event producer must provide proof of insurance in a form acceptable to the Operator no less than **thirty 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 Authority 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 Two Million Dollars (\$2,000,000.00) 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 Greater Wildwoods Tourism Improvement and Development Authority and the New Jersey Sports and Exposition Authority, 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 Authority 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 Authority 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 Authority 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 Authority, the New Jersey Sports and Exposition Authority and to Tenant. The Tenant agrees to provide Worker's Compensation coverage for Tenant's employees in order to comply with the laws of the State of New Jersey. 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 Greater Wildwoods Tourism Improvement and Development Authority and all departments, boards or committees established by it or under its control and the New Jersey Sports and Exposition Authority. 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.

- Artists scheduled for concert events must be submitted in writing no less than 30 days prior to the event, or prior to advertising being placed for the event, whichever comes first. No act changes or substitutions will be permitted without the prior written consent of the Operator.
- Tickets must be distributed through the Operator's selected ticket distribution network. The use of consigned tickets, and brokers will be at the sole discretion of the Operator, and will be handled under the procedures established by the Operator for this purpose.

VII. **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, subject to the review of the NJSEA/GWTIDA, 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, gansta 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
 - 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.
- 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:	TBD
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 of \$25,000 payable to the Hall for potential damages. Such a bond would be required 21 days prior to the event.
- Tickets must be on sale for the event no less than 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 Authority 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 Greater Wildwoods Tourism Improvement and Development Authority and the New Jersey Sports and Exposition Authority, 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 Authority 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 Authority 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 Authority 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 Authority, the New Jersey Sports and Exposition Authority and to Tenant. The Tenant agrees to provide Worker's Compensation coverage for Tenant's employees in order to comply with the laws of the State of New Jersey. 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 Greater Wildwoods Tourism Improvement and Development Authority and all departments, boards or committees established by it or under its control and the New Jersey Sports and Exposition Authority. 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.