

EVENT GUIDE

NEW WORLD CENTER, HOME OF THE NEW WORLD SYMPHONY

There will be no exceptions to the following rules without specific, written consent of Sabrina Anico, Senior Director of Sales.

I. NEW WORLD CENTER HOUSE POLICIES

ADA POLICY

The management and staff of the New World Symphony (Licensor) supports the intent and spirit of the Americans with Disabilities Act (ADA) and strives to ensure that the facility is accessible to all patrons regardless of disability. Licensees are required to take all ADA regulations, as pertaining to venues of public accommodation, into account while planning events. This includes, but is not limited to, access to all public areas, assistance requests for special needs, ticketing and seating policies and service animals. The final decision for all matters pertaining to ADA issues rests with the Director of Guest Services.

BACKSTAGE AND DRESSING ROOM ACCESS

Licensee shall provide the Technical Director and Director of Guest Services with a complete and detailed list of all personnel who will require access to the backstage and dressing room areas no later than 24 hours prior to the event date. Licensee guest access for backstage is limited to no more than 30 persons, inclusive of artists/performers, guests and personnel. Licensee's guests, artists and personnel agree to abide by the house rules set forth in this document as interpreted and enforced by the Director of Guest Services and Technical Director.

Licensee is responsible for the conduct of all staff, crew, guests, artists and personnel employed, invited or contracted by the Licensee. All non-NWS staff, crew, guests, artists and personnel must comply with the regulations provided by this Event Guide as well as all directions provide by NWS security, including, but is not limited to, wearing of guest badges or wristbands, smoking prohibition on NWS premises, access to restricted areas and consumption of food or drink in restricted areas.

NWS has a zero tolerance policy for the verbal or physical abuse of its staff and security personnel. Any Licensee's staff, guests, artists, personnel or crew not complying with NWS rules or NWS staff will be requested to leave the premises and will not be allowed to return. Neither NWS nor any of its officers, agents or employees shall be liable to Licensee for any damage(s) that may be sustained by Licensee through the exercise by management of such right.

No food or drink is permitted in the immediate backstage area with the exception of bottled water with a re-sealable bottle cap.

BOX OFFICE PROCEDURES

The box office is available to provide non-exclusive or exclusive ticketing services for all public ticketed events at the New World Center. All ticketing operations remain under the control of the New World Symphony.

Once a license agreement is fully executed, Licensee may discuss their event parameters including show hours, theater capacities, box office procedures, ticket prices, ticket printing, discount tickets, box office charges, scaling and other ticketing needs, with the Director of Audience Services. No event will be placed on-sale without the confirmed receipt of an executed lease agreement and deposit. No monies will be released from the box office unless otherwise approved by both the Director of Audience Services and the Senior Director of Sales.

The following phone number, hours of operation and official venue web address are suggested for inclusion in marketing materials:

305-673-3331 (box office for ticket transactions)
www.nws.edu (for third party rental events online ticket sales)

Monday-Friday: 10 AM - 5 PM
Weekday Concert Days: 10 AM - concert intermission
Saturday & Sunday Concert Days: 12 PM - concert intermission
Saturday & Sunday Non-Concert Days: Closed

Box office operation schedule is subject to change at the discretion of the New World Symphony.

The box office is designed to offer patrons the highest level of buying convenience. The box office will assist the promoter in maintaining box office security, reporting and ticketing accuracy. Box office service fees are included for events with a public ticket sale or distribution component as part of the estimate of expenses. All tickets printed are subject to a facility fee of \$1.50 per ticket, which may be included in the ticket price established by the presenter, and is collected upon event settlement. All printed tickets issued as sold, complimentary or as consignment are subject to this facility fee of \$1.50 per ticket.

The box office charges a handling fee to ticket buyers and customers for tickets ordered over the phone (\$5.00 per ticket order) and online (\$6.00 per ticket order).

The New World Symphony retains the right to make any determination of ticket refunds for cause. This shall include, but not be limited to, seats blocked by equipment, failure of production equipment, failure of talent to appear or to begin performance within reasonable time of schedule provided by Licensee.

The box office accepts cash, Visa, MasterCard and American Express. Personal checks are not accepted. "Will Call" is available at the box office; tickets held for Will Call may be picked up any time after purchase during normal box-office hours. The customer must have the actual credit card used in the purchase transaction and picture ID to pick up their tickets.

CAR DISPLAYS

Car displays and exhibitions are subject to the discretion of the Technical Director and a customized quote provided by the Senior Director of Sales. Vehicles placed in the atrium lobby must not exceed 73.5 inches in width, from wheel-well to wheel-well or mirror to mirror (whichever is greater). The maximum width for automobile placements onstage is 78 inches in width, from wheel-well to wheel-well or mirror to mirror (whichever is greater). Vehicles cannot be displayed in the SunTrust Pavilion or on the rooftop garden. Display vehicles can only be accommodated on the plaza with proper approval and special event permitting by the City of Miami Beach. Plaza usage fees by NWS may apply. All car displays must follow Miami Beach Fire Department regulations regarding indoor vehicle placement. A list of these regulations is available by request from the Technical Director.

COPYRIGHT PROTECTION

Licensee assumes all costs and expenses arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes, dramatic rights or intellectual properties used or incorporated in the event(s). Licensee shall indemnify, defend and hold harmless the New World Symphony and their agents and employees from and against any claims or costs, including legal fees, in any way resulting from, or arising out of, directly or indirectly, the use of any such materials described above.

DAMAGES

Licensee will be held fully responsible for replacement and repair costs incurred by New World Symphony for damages to the facilities and its equipment resulting from occupancy or negligence of the Licensee, its agents and employees.

Before and after each Event, representatives of NWS shall conduct a walk-through to assess the status and condition of the area of the Facility to be used for the Event. If any portion of the Facility or any equipment contained therein during the term of the Event is damaged due to the act, fault or negligence of Licensee or Licensee's Invitees, Licensee will pay to Licensor upon demand the sum necessary to restore the Facility or equipment contained therein to their respective conditions prior to the damage. Licensee hereby assumes full responsibility for the character, acts and conduct of its Invitees.

Licensee is subject to a pre-and-post event assessment conducted by NWS facilities staff, the Director of Guest Services, the food service operator and food service event manager to quantify the condition of the venue before and after an event.

DIGITAL SIGNAGE OPPORTUNITIES (INTERIOR PLASMA SCREENS & EXTERIOR PLASMA WALL)

The venue offers interior digital media opportunities via two large screen plasmas flanking the atrium bar. Interior digital plasma content must be produced to the exact specifications provided by the Technical Director.

The exterior plasma wall is located adjacent to the box office and faces east from the venue façade. One of the four plasma panels is consistently preserved for upcoming event content. Plasma wall content must be produced to exact specifications provided by the Technical Director. All digital media opportunities are available once an executed license agreement has been received.

The Director of Sales reserves the right to reject any signage deemed inappropriate. Materials must be submitted 14 days prior to tickets on-sale for the event. Plasma wall content for display at a private event must be submitted 14 days prior to the event.

DOORS

Unless otherwise agreed upon by the Senior Director of Sales, Director of Guest Services and the Licensee, doors to the atrium (lobby) area of the facility will be open one (1) hour prior to the published starting time of the event. Doors to the performance hall or event space shall open ½ hour prior to a published performance start time.

EXCLUSIVE CATERING AND CONCESSIONS

The New World Symphony enjoys exclusive food and beverage support from A Thierry's Catering and Event Design, a leader in creating a five star event experience. While the New World Center is a fully licensed facility, all handling, distribution and sales of food, alcoholic and non-alcoholic beverages are managed exclusively by Thierry's Catering. Food and beverage catering exclusivity extends to both back of house and front of house areas.

Private catered events may solicit a customized proposal by contacting Thierry's Catering directly at 305-635-6626.

All public events in the performance hall, ticketed and non-ticketed, will enjoy concessions at no additional charge to the Licensee. Concessions for public events in other areas are subject to agreement with the Director Guest Services. Licensee does not receive revenue from concessions.

CODE ENFORCEMENT VIOLATIONS

Licensee agrees to indemnify the New World Symphony against all code violations deriving from their event (including load-in and load-out activities). Licensee agrees to pay all fines associated with any code violations. At the request of NWS management, Licensee (or their agents) must comply with all requests to

cease activities that violate City of Miami Beach ordinances or regulations. NWS reserves the right to prematurely end any event, if the Licensee (or their agent) fails to comply with such request by NWS management or event staff. Neither NWS nor any of its officers, agents or employees shall be liable to Licensee for any damage(s) that may be sustained by Licensee through the exercise by management of such right.

EVENT REQUIREMENTS

Licensee shall provide the Technical Director with a full and detailed schedule of all event requirements, including stage, lighting, sound, floor preparation and other event set-up requirements a minimum of 14 days prior to the event date.

All vendors are subject to review and approval by the Technical Director, Director of Guest Services and Senior Director of Sales. All appropriate applications, licenses and insurance certificates must be submitted as requested, fully processed and approved no later than 30 days prior to the scheduled event. Failure to comply will result in rejection of contractor. Approval will not be unreasonably withheld. If the vendor fails to meet the venue's approval requirements it is the Licensee's responsibility to seek and secure a replacement vendor.

EXHIBITIONS AND DISPLAYS

In an effort to preserve the New World Center, Licensee shall not injure, mar or in any manner deface the facility (with the exception of normal wear and tear as expected). Licensee shall not install, insert, attach or affix nails, hooks, tacks, tape, glue, screws or other fasteners on any part of the facility. Licensee must not block, cover or impede the New World Symphony's Donor Wall located in the atrium lobby. If temporary signage must be used, it must be professionally produced; hand printed or "homemade" signage will not be accepted. The Senior Director of Sales reserves the right to reject any signage or banners deemed inappropriate. All physical signage placements in the venue require the approval of the Director of Guest Services and the Technical Director to ensure the safety of the patrons and preservation of the facility.

Presenters will, upon request, be provided with dressed 8' tables for temporary displays during the run of their event. Materials displayed at these tables must conform to the policies outlined in this document. Final placement of these tables rests solely with the Director of Guest Services.

Company logos displayed as gobos, projection or banners may only be activated in areas as approved by the Senior Director of Sales and the Director of Guest Services. NWS offers an exclusive print and installation vendor for cling, non-adhesive decals to be used on the property in approved areas. Any decals for placement on the windows, mirrors, or floors must be manufactured and installed by **Andres Sarrate, Miami Marketing Tools LLC.(786-419-3766, andres@sarrate.com), exclusive decal vendor for the New World Center.** Please contact Miami Marketing Tools, LLC directly for more information.

Artwork is not permitted to be displayed or exhibited on the plaza, in the atrium or in areas visible to the general public without the explicit written approval of the Senior Director of Sales and the Vice President of Business Development.

Artwork is permitted to be displayed in the SunTrust Pavilion, the Jane and Gerald Katcher Donor Lounge and the rooftop garden for private Licensee events via the use of free-standing walls. In such cases, any artwork sold on the premises is subject to the 25% (plus 7% State of Florida sales tax) novelty and merchandise fee to the New World Symphony.

Placements of displays, signage, registration, exhibits and promotional materials are subject to the approval of the Director of Guest Services and Technical Director.

FIRE AND SAFETY REQUIREMENTS

In the interests of life safety and fire prevention/protection in the New World Center, the following minimum standards shall apply to all events, private or public:

EXITS: No sets, scenery, displays or other impediments shall be so installed or operated as to interfere in any way with access to any required exit or with visibility of any required exit or any required exit sign. All required exits, including but not limited to, entrance/exits, lobby areas and backstage areas shall be unlocked and free from obstruction during show hours. Aisles and exits as designated must be kept clean and clear of obstructions. Display construction must be substantial and fixed in a specified area for the duration of the show. Easels, signs, etc., must not be placed beyond the display area into aisles. Emergency exits inside the theater must be visible and accessible at all times.

FIREFIGHTING EQUIPMENT: All fire hose cabinets, fire extinguishers, manual pull stations and any other fire protection equipment, including those inside exhibit/booth space, shall be visible and accessible at all times. Fire doors must be able to be closed in case of emergency.

COMBUSTIBLES, COOKING, SPECIAL EFFECTS AND PYROTECHNICS: Compressed flammable gasses, flammable or combustible liquids, open flame devices, hazardous chemicals or materials, Class II or greater lasers, blasting agents, explosives and pyrotechnic devices are strictly prohibited. Oil based haze and fog and the use of confetti are strictly prohibited. Only water-based haze is permitted at the venue, subject to the approval of the Technical Director. Haze requests will require the reservation of the City of Miami Beach Fire Marshall. Additional fees may apply. Flammable compressed gas containers are not allowed in the facility. No cooking of food involving grease-laden vapors is permitted. No food warming is permitted except using electrical warmers and sternos. Cooking devices shall be separated from each other by minimum distance of two (2) feet horizontally. Devices shall be isolated from the public by at least 4 feet or a barrier between the device and the public. Materials that are not flame retardant are prohibited. Nitrogen drinks are not permitted at the New World Center. Other use of nitrogen (in food service or special effects) is subject to the approval of the Director of Guest Services and Technical Director.

FIREARMS

As stipulated by City of Miami Beach Ordinance and Florida State Statute, firearms are not permitted in a venue whenever alcohol is being served. Florida State Statute 790.06(12) prohibits firearms anywhere in the facility. Firearms are prohibited ". . . in any portion of an establishment licensed to dispense alcoholic beverages for consumption on the premises." Additionally, personal security representatives and persons licensed to carry concealed weapons may not bring weapons into the building. This policy is strictly enforced, unless otherwise jointly determined by the Vice President of Facilities Operations and the Senior Director of Sales.

INSURANCE

The New World Symphony requires an original Certificate of Insurance (Form ACORD 25 10/05) for all third-party activities at the venue. NWS' minimum requirements include: Liability Insurance with limits not less than \$1,000,000 Bodily Injury and Property Damage (Premises Operations) per occurrence using form CG 20 26 07 04 or equivalent Broad Form, Vendors Endorsement, \$2,000,000 General Aggregate, \$1,000,000 Products/Completed Operations, \$500,000 Workers' Compensation Employers Liability (Section B), \$1,000,000 to \$5,000,000 Umbrella Liability and Host Liquor Liability to be included. The insurance carrier must have a Best's Rating of at least A-VII.

The Certificate of Insurance must make the provision as follows, detailed in the description of operations: "New World Symphony, Inc. and their parent, successors in interest or assigns, affiliates, subsidiaries, related entities, and their officers, agents, directors, stockholders and employees are hereby listed as additional insureds with respect to Automobile Liability, General Liability, and Excess Liability. Insurance coverage is primary and non-contributory to any other insurance available to the Certificate Holder. Waiver of subrogation applies to General Liability and Workers Compensation. The insurance policies shown are

endorsed to be primary as respects any other insurance available to any Additional Insured. It is agreed that in no event shall these insurance companies have any right of recovery against The New World Symphony, Inc. and their parent, successors in interest or assigns, affiliates, subsidiaries, related entities, and their officers, agents, directors, stockholders and employees.”

A copy of the waiver of subrogation endorsement must be submitted with the certificate of insurance. If blanket waiver is provided in the policy, a copy of the blanket waiver endorsement must be provided. A copy of the Additional Insured endorsement must be submitted for Auto Liability, General Liability and Excess Liability. The Certificate of Insurance must be signed by an authorized representative of the insurance carrier. The insurance policy must be written on an Occurrence Basis, not on a Claims Made basis.

New World Symphony reserves the right to amend insurance requirements based on assessment of the production scope of work, audience attendance and event type.

INTERMISSIONS

The Licensee agrees that for all programs lasting one (1) hour or more an intermission of not less than 20 minutes will be held, subject to modification by the Director of Guest Services when necessary.

LOGOS

Venue logos are provided once an event has fully executed a license agreement. Venue logo inclusion is required in all printed media. Logo requests should be directed to the Director of Sales.

MANAGEMENT

As the sole owner and operator of the New World Center, the New World Symphony retains the right to cause the interruption of any event in the interest of public safety, and to likewise cause the termination of such events when, in the sole judgment of management, such an act is deemed necessary in the interest of public safety. Neither NWS nor any of its officers, agents or employees shall be liable to Licensee for any damage(s) that may be sustained by Licensee through the exercise by management of such right.

NWS reserves the right to make announcements (pre-show or during intermission) as it deems necessary at any time in the interest of public safety. Licensee agrees that it will cooperate and will cause its agents and performers to cooperate with the delivery of such announcements for public safety.

NWS reserves the right to eject, or cause to be ejected from the premises, any objectionable person or persons. Neither the NWS nor any of its officers, agents or employees shall be liable to Licensee for any damage(s) that may be sustained by Licensee through the exercise by management of such right.

The operational control of the facility shall, at all times, solely rest with the NWS management staff. While the event team will consult with the Licensee, all final decisions relating to use of the facilities and personnel shall be made by NWS.

MARKETING

The New World Center does not offer marketing support services. Events with a public ticket sale component can be included on the website at www.nws.edu. Once an executed agreement has been received, content guidelines will be provided to the Licensee for inclusion on the web. Event materials must be received fourteen (14) days prior to the event on-sale for inclusion on the venue website.

The New World Center does not offer exclusive promotional e-blasts to New World Symphony patron email lists.

Posters, flyers, pamphlets, handbills or displays promoting Licensee events at venues other than the New World Center will be removed and discarded.

SOUNDSCAPE, CITY OF MIAMI BEACH PUBLIC PARK AND WALL PROJECTIONS

Adjacent to the New World Center is Soundscape, a City of Miami Beach public park. Events, including wall projection with audio, can occur in the park simultaneously to those occurring in the New World Center. The City of Miami Beach's cinema series schedule can be reviewed at

<http://www.mbculture.com/scroll.aspx?id=81>.

The New World Symphony WALLCAST concert schedule can be reviewed at

<http://www.nws.edu/Wallcasts.aspx>. Wall projections or other events special events may be added or changed to Soundscape programming at any time.

NOVELTY/MERCHANDISE SALES POLICY

The sale of novelties and/or merchandise at the New World Center is subject to control by management. New World Symphony will acquire twenty-five percent (25%) of gross receipts based on the total gross receipts on novelty sales, plus sales tax (7%), to be settled and collected by the Director of Guest Services at the conclusion of the event. Any requests to forego this fee should be directed to the Senior Director of Sales.

PARKING

The Lincoln Road corridor offers the highest concentration of municipal parking options in all of Miami Beach. There is a parking garage (Pennsylvania Garage) with 550 spaces on the west side of the New World Center, connected to the building by a covered pedestrian walkway. Rates for that garage are set by the City of Miami Beach at \$15.00 flat special event rate or transient rates of \$1.00 per hour. Within reasonable walking distance there are the following municipal parking garages:

- 17th Street Garage, between Pennsylvania and Meridian Avenues – 1460 spaces, \$15.00 flat daily and special event rate or transient rates of \$1.00 per hour.
- 18th Street and Meridian Avenue – 886 spaces, \$15.00 flat daily and special event rate or transient rates of \$1.00 per hour.

More information about parking owned by the City of Miami Beach can be found at

<http://web.miamibeachfl.gov/parking>

Additionally, a privately owned parking garage is available at the corner of Drexel Avenue and 16th Street. Rates vary.

PRIVATE SOCIAL EVENTS

Private social events such as weddings, receptions or adult birthday parties are welcome at the New World Center subject to the current commercial rate card and standard venue insurance requirements. The New World Center does not host children's parties such as bar mitzvahs or quinces. Individuals must retain a professional event planner with which NWS staff will work when private social events are contracted. required to facilitate venue logistics and administrative needs through an event planner.

PROJECTION WALL

A 7,000 square foot projection wall exists on the east façade of the New World Center facing Soundscape, a public park. The wall is a shared community asset between the New World Symphony and the City of Miami Beach. All content presented on the projection wall is subject to a rigorous review and approval process by the New World Symphony. The City of Miami Beach will require a separate permit application process.

For third party use, priority will be given to content that advances and promotes the arts and not-for-profit cultural institutions. All content must be suitable for family viewing and meet the decency code standards for the City of Miami Beach. The highest standard of artistic production will be imposed. There is a usage fee and any necessary labor rates apply once a date and projection content is approved.

Any sponsor recognition is limited to text only. Advertisement of a commercial entity is not allowed. If displaying filmed content, acceptable file formats include ProRes Quicktime, Blu-ray or DVD.

The New World Center does not present movies, documentaries and sporting events on the projection wall. Interest in presenting a film should be received by Gary Farmer at the City of Miami Beach: garyfarmer@miamibeachfl.gov. All content must be approved by the New World Symphony well in advance of the presentation.

For more information or to submit a projection wall request contact the Business Development Manager at 305.428.6784.

SECURITY

City of Miami Beach requires off duty police officers to be on site during any event. New World Symphony reserves the right to determine security needs for any/all events utilizing the facility. Additional security can be provided through private security contractors that are subject to the approval of the Vice President of Facilities Operations.

Presenters may submit independent security contractors for approval by NWS no later than thirty (30) days prior to the first day of the contracted event date ("move-in" days are included). All appropriate applications, licenses and insurance certificates must be submitted as requested, fully processed and approved no later than 30 days prior to the scheduled event. Failure to comply will result in rejection of contractor.

Please encourage patrons to arrive at least 40 minutes early, allowing ample time to enter the venue. All persons entering may be subject to search.

All packages, backpacks and briefcases may be subject to search. If directed, patrons may be required to return them to their vehicles. We are unable to store such items at the venue.

SMOKING POLICY

The New World Center is a smoke-free campus. Smoking is prohibited inside, on the roof garden, in the entire gated area between the campus and the parking garage, and within 100 feet of any outside door including the area adjacent to Miami Beach SoundScape.

STORAGE

The venue has minimal storage space. All deliveries must be arranged with the Technical Director and the Director of Guest Services. The New World Symphony cannot be held responsible for materials, equipment, signage or any other event related items left unattended.

TELEVISION ORIGINATION

The New World Symphony reserves all radio and television rights, unless otherwise specified in the License Agreement.

VALET PARKING

Licensee is welcome to arrange valet parking for their guests. Valet parking can only be provided with proper approval and permitting by the City of Miami Beach. Licensee must inform the Director of Guest Services of their intention to provide valet parking. Licensee (or their appointed valet provider) must provide

the appropriate number of traffic officers as directed by the Director of Guest Services and the Miami Beach Police Department.

VENUE PERSONNEL (PRODUCTION TECHNICIANS, EVENT STAFF, USHERS, TICKETSELLERS, ETC.)

New World Symphony shall employ, furnish and supervise all personnel it deems necessary to conduct an event. Box office personnel, event staff, floor managers, ushers, stagehands, production technicians, security and janitorial services will all be provided at the direction of New World Symphony and at the expense of the Licensee.

The New World Symphony is a non-union house. All production technicians, engineers and operators will be scheduled by the Technical Director. All ticket sellers are scheduled by the Director of Audience Services. All security, janitorial services, ushers, floor managers, event staff and ticket takers are scheduled by the Director of Guest Services.

Rate schedules and overtime costs are provided by the Director of Sales as part of the estimate of expenses, which also referred to as Exhibit C of the License Agreement.

CONTACT INFORMATION

Sabrina Anico, Senior Director of Sales

Phone: (305) 428-6741

sabrina.anico@nws.edu

Bill Quirk, Technical Director

Phone: (305) 428-6708

william.quirk@nws.edu

Yuri Rebello, Director of Guest Services

Phone: (305) 428-6767

yuri.rebello@nws.edu

Michael Humphries, Director of Audience Services

Phone: (305) 428-6745

michael.humphries@nws.edu

tickets@nws.edu

(direct email, contracted client-only)

(public, for ticket sales)