



KIVA AUDITORIUM BOOKING POLICY

The beautiful Kiva Auditorium at the Albuquerque Convention Center is owned by the City of Albuquerque and managed by SMG, the nation's foremost private manager of public-assembly facilities. Renovated in 1997, the Kiva is located in the upper level of the Center's west complex and is the entertainment venue of choice in the Southwest.

RATES & FEES

The rental of the Kiva Auditorium is \$2,000.00 per day or 10% of total adjusted gross receipts, whichever is higher. Adjusted gross receipts" is defined as the total gross sales based on the accrual method of accounting from all sales of ticket and other admission fees for the event less any applicable gross receipts, sales or use taxes. Admission fees include all amounts paid for access to the Facility or the Event.

Additionally, a \$1.00 per ticket facility fee applies to ticketed events held in the Kiva Auditorium.

Rental fees for multiple performance shows will be determined by a sliding scale. Please contact our Sales Manager at 505-768-4552 for further information.

HOUSE COMP TICKETS

The ACC requires thirty two (32) tickets, per performance and/or per event day at no charge. These house comp tickets shall consist of sixteen (16) tickets in section 3, row D, seats 1-16 and sixteen (16) general admission tickets, in groups of four (4), located in sections two (2) through four (4).

BOOKING CONTROL

The Albuquerque Convention Center (ACC) exercises booking control of the Kiva Auditorium inside one year. In coordination with the ACC, the Albuquerque Convention & Visitors Bureau (ACVB) and the Albuquerque Hispano Chamber of Commerce (AHCC) exercises booking control of the Kiva Auditorium outside of one year.

FACILITY USE APPLICATION

The ACC, at its option, may require submission of a Facility Use Application, as a condition of accepting a booking; and use information gained thereby to evaluate the booking on the basis of a client's credit history, financial stability, and performance under any prior license agreement(s), or other verifiable factor(s) which may affect Center's objectives herein.

CONFIRMATION & CONTRACTING

First Option: Dates held by the ACC, subject to the terms of this Policy, until the Release Date; at which time holder must either proceed to contract or release the booking.

Second Option: A date hold accepted by ACC secondary to a prior (First Option) booking for the same space/dates. A second option hold becomes first option in the event of release of the first option.

Release Date: Date at which a prospect hold expires. At this point, Center may release (cancel) the booking; extend it by mutual agreement, or proceed to contract as appropriate.

Prospect Hold: Holds that reserve space without a commitment of a License Agreement. Prospect holds can be on first option or second option basis.

Tentative Hold: A space hold in which a License Agreement has been issued to the holding party, but the License Agreement has not been executed and a deposit has not been received. A tentative hold is subject to release or may be challenged if the License Agreement and the deposit is not submitted by the due date.

Definite Hold: Confirmed space hold with an executed contract. A definite hold cannot be challenged.

License Agreement: The Center's basic contract is the License Agreement, which spells out rights and responsibilities of Licensee (Client) and SMG (Center). This document is legally binding, and should be carefully reviewed before execution. A License Agreement will not be executed by the Center without the designated rental deposit.

License Agreement Due Date: Date by which a License Agreement must be signed and deposit submitted to keep a booking in effect. This protects the Center against loss from sudden or short-term cancellation of an event for which a License Agreement has been issued but not executed.

Authorized Areas: Space specifically contracted to Licensee as outlined in Exhibit A of the License Agreement.

CHALLENGES

Space can be challenged if the challenger is within their booking window as defined in Item 2 of this section. Space challenges apply to first option/prospect holds and to tentative holds which have not met their License Agreement Due Date.

A space challenge is initiated when a second option group (challenger) is ready to contract dates and space for which there is already a first option hold in place. The second option group may challenge the first option hold by posting a deposit, at Center's discretion, of up to 100% of the estimated rent for the requested booking and signing a conditional License Agreement with the ACC. The ACC will then inform the first option group of the challenge, and give the first option group an opportunity to, within 3 business days, (A) meet the challenge by posting a deposit equal to that posted by the challenging group and execute a License Agreement or other acceptable binder with the ACC; OR (B) release the space/dates.

If the first option group meets the challenge, the ACC will return the requested deposit to the challenger and not proceed in executing the conditional License Agreement. In the event the challenger is successful in its challenge, the ACC will move forward and execute the conditional License Agreement and the requested deposit becomes non-refundable.

Upon the first option group's decision, the ACC will promptly notify the parties of the status of the challenge.

DEPOSITS

The rental deposit establishes the Licensee's commitment to license the space on the specified dates and is required to fully execute the License Agreement. The full rental fee is payable upon the execution of the License Agreement.

The ACC may require a contingency deposit on certain types of shows. This deposit shall be determined by the ACC's General Manager based on potential risk assumed by the Center on the event being booked. Such deposits are due not later than two (2) weeks prior to the move-in day.

CANCELLATION

Cancellations by Licensee of an event covered by the License Agreement will be subject to a Cancellation Fee as liquidated damages, as set forth in the License Agreement as follows:

Cancellation Date	Applicable Liquidated Damages
Less than 6 months prior to move-in	100% of rental fee
One year to 6 months prior to move-in	60% of rental fee
More than one year prior to move-in	25% of rental fee

INSURANCE

Event insurance requirements are an integral part of the License Agreement, and should be carefully reviewed prior to execution of the Agreement. SMG offers an excellent event insurance option through the Master Venue Program (MVP).

In summary, the requirement per the License Agreement is for a commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

\$1,000,000	Per Occurrence
\$1,000,000	Policy Aggregate
\$1,000,000	Products Liability/Completed Operations
\$1,000,000	Personal and Advertising Injury
\$ 50,000	Fire Legal
\$ 5,000	Medical Payments

Additional insurance coverage, such as vehicle insurance, may be required depending on building usage. Please refer to your contract for full insurance details.

The Certificate of Insurance shall name “The City of Albuquerque and SMG, its officers, agents and employees” as additional insureds.

If you have the required general liability insurance coverage, request a certificate of insurance from your insurance agent. To make certain that the certificate of insurance meets the required specifications please send this Section 9 of the License Agreement to your insurance agent.

If you do not have the required general liability coverage you will need to purchase the insurance. The insurance can be purchased from any A VIII rated insurance provider or from the Master Venue Insurance Program (MVP) through SMG. MVP insurance is provided by a qualified insurance provider that has contracted with SMG to issue coverage to our clients at a discounted rate.

To purchase insurance under our MVP contract rate please contact your Event Coordinator/Manager

CENTER’S RULES & REGULATIONS

The Center’s Rules & Regulations contains most event-related requirements and is attached to the end of the License Agreement and in the Event Planning Guide. This document is part of, and incorporated by reference into, the License Agreement. Please keep the Event Planning Guide and the Center’s Rules & Regulations as reference to your event.

RENTAL, PAYMENT AND BILLING

Rental Period: The rental period is 7:00AM to 11:59PM on move-in days, event/show days and move-out days. Event hours cannot be scheduled prior to or after this period without the Center’s approval.

Assignment: Licensee may not assign the licensed facilities or any rights under the License Agreement without Center's prior written approval.

Payment: The ACC accepts business/personal checks, major credit cards (American Express, Visa, Master Card, Discover) and wire transfer for payment of fees. Please make checks and money orders payable to SMG/ Albuquerque Convention Center. Certified funds may be required for certain events.

Please address questions or comments concerning this Booking Policy to:

Albuquerque Convention Center
Attn: General Manager
401 2nd Street NW
Albuquerque, NM 87102
Main Line: 505-768-4575
Fax Line: 505-768-3239
Online: www.albuquerquecc.com
Email: Info@albuquerquecc.com