

# OSF BOOKING POLICIES



## OKC Fairgrounds

OKC Fairgrounds (herein "OKCF") in Oklahoma City is a multi-purpose, 21<sup>st</sup>-century facility, owned by the City of Oklahoma City and managed by Oklahoma State Fair, Inc., (herein "OSF") - a private, not-for-profit whose mission is to continue the organization's heritage of education, entertainment and economic development through the operation of OKC Fairgrounds and the annual Oklahoma State Fair. The property is uniquely equipped to facilitate events of all kinds, including, but not limited to: Arena events (concerts & sports), equine/livestock events, traditional trade/craft shows, consumer shows, large equipment shows and more.

### Event Booking Criteria & Procedures

OSF expressly reserves final discretion to accept, modify, refuse or terminate bookings in accordance with these policies; and to solicit, develop or promote any event consistent with OSF objectives and the interests of the City of Oklahoma City. OSF considers a number of factors in evaluating potential bookings including, but not limited to: the projected economic impact to OSF or the City of Oklahoma City; the possibility of repeat booking; similar events already contracted within or around requested dates; performance with respect to prior events at OKCF or similar facilities by potential client; and the value of the event to the community. OSF reserves the right to schedule other similar events before, during and after the rented dates of any Licensee as it sees fit, without notice to Licensee.

OSF policy requires that all offers of space, dates or any deviations from standard policies be issued in writing. In no case will offers or deviations from standard practices be made verbally. OSF uses an event management software, allowing documentation of the delivery of official paperwork, receipt of orders and tracking of event management activity to be recorded on each Licensee's account. Licensee will receive information electronically from this software to ensure proper tracking and storing of vital booking, contract and operations information unique to each event. A valid email address is required from each Licensee.

### Holds & Contracting

1. New events seeking to book facilities whereby a contract will not be executed at least 90 days out may be declined. A quote or estimate provided by OSF prior to an actual contract being executed do not constitute a booking or binding contract. All such quotes or estimates are just that. Quotes and estimates are not binding, and OSF reserves the right to amend those quotes at any time prior to the execution of a binding contract.
2. Holds or responses to booking inquiries are not binding on OSF until a Contract has been fully executed.
3. Returning events should make contact with the booking department to express interest in future dates.
4. **Inquiry or Courtesy Hold:** An inquiry or courtesy hold is non-binding and given only after an event inquiry has been completed by a new client or a current client has made a request to the booking department. These holds are non-binding and may be subject to a release date or require a contract to continue to hold, particularly if other events express interest in the same dates/facilities.
5. **Contract Sent:** temporary reservation where a contract has been issued but is not yet fully executed. It is subject to cancellation if the contract and required deposit are not submitted by the required due date.
6. **Firm Booking:** when OSF returns a fully-executed contract back to the client. It is subject to cancellation if proper insurance or remaining deposits are not on file by the required due dates.
7. **Event Occupancy Date:** first date Licensee, its agents, vendors or designees arrive at OKCF to perform any kind of work or occupy any space/facility.

### Ticketed versus Non-Ticketed Events

1. The rent formula for ticketed events is rent (exclusive of move-in, move-out & still days and outside space) versus 13% whichever is greater, unless otherwise arranged by Contract in writing.
2. OSF reserves the exclusive right to be the sole box office for all events.
3. Ticket prices must be advertised to include sales tax and any facility fees unless otherwise agreed to in writing by OSF. OSF will retain and remit sales tax generated from OKCF Box Office sales.
4. Unless otherwise agreed to in writing, ticketed events will incur a variety of charges including but not limited to a facility fee (starting at \$1 per paid admission/session/day/etc. as applicable), "per ticket" handling charges, credit card charges and labor charges such as ticket sellers, ticket takers and cash security personnel etc. The minimum fee is \$250.
5. Ticketed events with advance/online sales will necessitate the use of OSF ticket takers and equipment.
6. Non-ticketed events will be charged a flat rent amount and a flat facility fee that is based on anticipated or historical attendance. The minimum fee is \$250.

## Booking & Contract Requirements

1. All new applicants must submit a complete event inquiry/RFP. All terms of the event operation must be fully described at this time and applicant must read and acknowledge booking policies, Handbook and other rules/regulations as posted on the OKCF website.
2. A two "event day" rent minimum may be required.
3. All events must be secured with a signed contract and the required deposit within 14 days of the date of contract offered (contract deadline).
4. First-time Licensees or Licensees not in good standing must:
  - a. Execute and return the contract by the contract deadline.
  - b. Remit space rent (inclusive of move-in, event, and move-out days) by the contract deadline.
  - c. Submit the proper proof of liability insurance by the deadline as outlined in the OKCF Event Handbook.
  - d. Remit payment for anticipated event expenses not less than 15 days from event occupancy date if using a business or personal check, or on the event occupancy date if using cash, cashier's check/money order or credit card, only.
5. Additional services and equipment ordered less than 30 days in advance of the event occupancy date will be billed at a higher rate.
6. Failure to adhere to timelines will result in the cancellation of any contracts. Once a Licensee has successfully held an event at OKCF and is in good standing, returning Licensee procedures may apply.
7. Good Standing: a Licensee is in good standing if all contracts, deposits, invoices and other liabilities, and proper proof of insurance are submitted by the proper deadlines. Licensees not in good standing may be required to pay full rent and estimated expenses upon offer of a contract for any future bookings.
8. Returning Licensees, in good standing, must:
  - a. Execute and return the contract by the contract deadline.
  - b. Remit a deposit of 50% of space rent by the required deadline.
  - c. Submit the proper proof of liability insurance by the contract deadline or not less than 30 days prior to the event occupancy date, whichever is later.
  - d. Remit the remaining 50% of space rent on or before the event occupancy date.
9. Returning Licensees, in good standing, or Licensees using the equine/Arena facilities, may be offered and contracted for dates using other policies. OSF will make decisions on a case-by-case basis.

## Other Deposits & Fees

1. **Contingency:** OSF reserves the right to require a deposit in an amount determined by OSF to protect it against potential risk. The amount and payment terms of this deposit will vary by Licensee and type of event.
2. **Insufficient Funds:** checks returned for insufficient funds will be charged a \$30 fee, and the Licensee may be put on a cash or credit card only payment plan.
3. **Cancellation:** firm booking cancellations by Licensee may be subject to a 100% cancellation fee of the total space rent.
4. Licensees with invoices not paid within 30 days of issue or before the next contracted event:
  - a. May have future dates/contracts cancelled.
  - b. May have deposit money on file for a future event reallocated to a past event with an outstanding invoice(s).
  - c. May be required to pay future contract rent, and all estimated expenses, in full before move-in.
5. **Reinstatement Fees:** Licensees that do not make the required payment by the contract deadline may be subject to a reinstatement fee equal to 10% of the amount due or \$250, whichever is greater.

## Rental Period & Payment

1. Rental Period: shall commence at 8 a.m. on the event occupancy date, unless other arrangements are made in writing, in advance. The rental period shall cease at 11:59 p.m. on the last paid occupancy date, unless otherwise specified by OSF in writing.
2. Payment: shall be made by cash, cashier's check/money orders, business or personal check, or major credits cards. Checks should be made payable to Oklahoma State Fair, Inc. Payments made by check are required 14 days in advance of any due date.