



Greg Weinbender, Director of Sales
 Nugget Casino Resort
 1100 Nugget Avenue
 Sparks, Nevada 89431
 Direct / 1-800-843-2427

(775) 356-3321 Fax / E-mail: greg.weinbender@marnellgaming.com

January 25, 2019

Mark McDonald
 Cal-Nev-Hi District of Kiwanis International
 8360 Red Oak St. Suite 201
 Rancho Cucamonga, CA 91730

Director of Sales: Greg Weinbender

Subject: CAL-NV-HI DISTRICT OF KIWANIS INTERNATIONAL CONVENTION
 August 01, 2023 to August 07, 2023

We are pleased that you have chosen the Nugget Casino Resort to host Kiwanis Cal-Nv-Hi District Convention. This serves as a Letter of Agreement between Kiwanis International Cal-Nev-Hi District (herein referred to as Group) and the Nugget Casino Resort (herein referred to as Hotel).

GUESTROOM/RATE ACCOMMODATIONS

Please find below the specifications that are being held on a tentative basis pending your signing of this Agreement and the subsequent countersigning of this Agreement by Hotel, or until such time as another group requests the same set of dates:

		Tue 08/01/2023		Wed 08/02/2023		Thu 08/03/2023		Fri 08/04/2023	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Resort Tower Bar King NS	S/D	4	\$119.00	15	\$119.00	15	\$119.00	15	\$119.00
Resort Tower Double QN NS	S/D	6	\$119.00	50	\$119.00	141	\$119.00	200	\$119.00
Resort Tower Hospitality Suite - NS	S/D	2	Comp	2	Comp	2	Comp	2	Comp
Resort Tower King NS	S/D	6	\$119.00	51	\$119.00	200	\$119.00	206	\$119.00
Resort Tower Theme - Pyrenees	S/D	1	\$.00	1	\$.00	1	\$.00	1	\$.00
Resort Tower Theme - Tahoe	S/D	1	\$.00	1	\$.00	1	\$.00	1	\$.00
		Sat 08/05/2023		Sun 08/06/2023					
	Occupancy	Rooms	Rate	Rooms	Rate				
Resort Tower Bar King NS	S/D	15	\$119.00	4	\$119.00				
Resort Tower Double QN NS	S/D	141	\$119.00	6	\$119.00				
Resort Tower Hospitality Suite - NS	S/D	2	Comp	2	Comp				
Resort Tower King NS	S/D	200	\$119.00	6	\$119.00				
Resort Tower Theme - Pyrenees	S/D	1	Comp	1	Comp				

Initial _____

Resort Tower Theme - Tahoe	S/D	1	Comp	1	Comp
---------------------------------------	-----	---	------	---	------

Total Agreed Guestrooms: **1305**

The above rates are per guestroom, per night, single or double occupancy, plus applicable taxes; currently 13.5% occupancy and \$2.00 tourism surcharge.

RESORT FEE

A daily resort fee of \$23 per room, per night plus room tax of 13.5% (tax is subject to change), will be charged in addition to the room rates set forth above. This fee includes:

- Daily complimentary wireless internet in guest rooms
- Complimentary local phone calls
- Daily complimentary bottled water, two bottles per day
- Keurig coffee maker
- In-room safe
- Round-trip shuttle transportation service to the Reno-Tahoe International Airport
- Unlimited use of the year-round Atrium Pool
- Unlimited use of the Fitness Center
- Valet and self-parking in our secured, covered parking structure

Unless otherwise specified, the resort fee will be posted to the individual's room account. Taxes are subject to change without notice. The group rate is net non-commissionable.

GUESTROOM POLICY

Hotel must approve any modifications to the guestrooms, corridors or any location in the hotel towers, including, but not limited to: removal of furniture, fixtures, artwork, etc; adding tables or chairs, signage, using guestrooms as meeting rooms or exhibit rooms.

CONCESSIONS

Hotel is pleased to provide the following concessions:

- * Hotel will provide two (2) complimentary Presidential Suites over the contracted dates
- * Hotel will provide two (2) complimentary Hospitality Suites over the contracted dates
- * Hotel will provide five (5) staff rooms at \$69.00 per night
- * Hotel will provide fifteen (15) one bedroom suite upgrades at the group rate
- * Hotel will extend a 25% discount on all rented audio visual equipment through the hotel
- * Hotel will provide a \$10 rebate per fully paid room to the Kiwanis District
- * Hotel will provide thirteen (13) welcome amenities for designated VIP guests
- * Hotel currently has average menu prices of \$20 Breakfast, \$24 Lunch, \$45 Dinner and \$15 reception for snack type food items. All pricing is subject to additional tax and gratuity. Hotel will not increase these prices more than 5% to estimate cost for the 2023 convention
- * Hotel will not require a food and beverage minimum or charge for rooms attrition
- * Hotel will provide a three week reservation cut-off date
- * Guests may entertain in their guestrooms with no corkage fees
- * Hotel will provide five (5) complimentary guestrooms for students each night which will come via rooming list
- * Group can bring in their own AV without additional cost. AV tech services fees may apply
- * Hotel will provide up to ten (10) complimentary room nights for Kiwanis Executive Director and officers for pre-planning meeting
- * Hotel will provide one security guard each night to oversee exhibits in the Nugget foyer from 9pm-6am each night

ROOM RELEASE DATE (CUT-OFF)

Hotel policy recognizes a cut-off date for reservations. Any reservation request received after that time may be accepted on "space available" basis at the prevailing hotel rates. Group's cut-off is July 11, 2023. All guestrooms

not reserved at the cut-off date will revert back to Hotel for re-sale. This does not relieve Group of any attrition charges as outlined in the attrition clause below.

RESERVATION METHOD

Attendees will call our toll-free reservation line (800) 648-1177, identifying themselves by your GROUP Name to secure reservations.

Hotel allows individual cancellations without penalty up to twenty-four (24) hours prior to the attendees' scheduled arrival date. Hotel shall charge the individual attendee or bill Group's Master Account one (1) night's guaranteed guestroom rate plus tax for cancellation within twenty-four (24) hours of the scheduled arrival date or failure of the individual to check-in on the scheduled arrival date. Any remaining nights of a "no-show" reservation will be canceled. It is policy to require a credit card or cash deposit for incidental charges.

Hotel accepts Visa, MasterCard, American Express, Discover, or Diners Club.

Check-in time is 3:00 PM and check-out time is 11:00 AM. Any departures after 11:00 AM are subject to the full day charge.

PAYMENT METHOD

Unless otherwise notified, guest room, taxes, and incidentals will be the responsibility of the individuals.

Individuals will be responsible for their own room, tax and incidentals. All banquet charges will be applied to Group's Master Account as well as guestrooms assigned by the group.

ATTRITION

Hotel has agreed to waive all guestrooms attrition based on group's history at the hotel. Hotel has used the groups history to reserve the above room block.

CANCELLATION

The following schedule represents a reasonable effort on behalf of Hotel to establish its actual damages for such cancellation. It is agreed that such schedule shall represent liquidated damages to be paid by Group for cancellation of this agreement. These damages are not to constitute a penalty.

TIMEFRAME	CANCELLATION FEE
Signing of Agreement To One year out	20% of anticipated guest room and F&B revenues
Between one year and 45 days from arrival	60% of anticipated guest room and F&B revenues
Less than 45 days to arrival	100% of anticipated guest room and F&B revenues

The aforementioned cancellation schedule may be waived in the event Group reschedules another meeting of equal room nights and food and beverage functions to be held within twelve (12) months of contracted dates.

FUNCTION REQUIREMENTS

Hotel will provide Group with function space in accordance with the following schedule of events. Meeting and function assignments are based on the contracted number of people attending the meetings and banquet functions. Hotel reserves the right to make reasonable substitutions to meeting and banquet rooms, with prior notification to Group.

MEETING AND FUNCTION ROOM ASSIGNMENTS;

Date	Time	Event	Room	Setup	AGR
Tue, 08/01/23	7:00 AM - 11:45 PM	Office	Redwood 1	Office	
Tue, 08/01/23	7:00 AM - 11:45 PM	Storage	Redwood 2	Office	
Wed, 08/02/23	7:00 AM - 11:45 PM	Exhibits	Foyer Nugget 2		
Wed, 08/02/23	7:00 AM - 11:45 PM	Office	Redwood 1	Office	
Wed, 08/02/23	7:00 AM - 11:45 PM	Exhibits	Sierra Foyer	See Diagram	35
Wed, 08/02/23	7:00 AM - 11:45 PM	Storage	Redwood 2	Office	
Wed, 08/02/23	12:00 PM - 11:45 PM	General Session	Nugget 1	Rounds	750
Thu, 08/03/23	7:00 AM - 5:00 PM	General Session Set-up	Nugget 1	Theater Style	750
Thu, 08/03/23	7:00 AM - 11:45 PM	Office	Redwood 1	Office	
Thu, 08/03/23	7:00 AM - 11:45 PM	Storage	Redwood 2	Office	
Thu, 08/03/23	12:00 PM - 5:00 PM	Registration	Foyer Nugget 1		
Thu, 08/03/23	1:00 PM - 4:30 PM	Breakout	Cascade 2	Combo Seating	100
Thu, 08/03/23	5:00 PM - 6:15 PM	General Session	Nugget 1	Rounds	750
Fri, 08/04/23	7:00 AM - 8:00 AM	Breakfast	Chalet Terrace Room	Rounds	40
Fri, 08/04/23	7:00 AM - 11:45 PM	Office	Redwood 1	Office	
Fri, 08/04/23	7:00 AM - 11:45 PM	Storage	Redwood 2	Office	
Fri, 08/04/23	8:00 AM - 5:00 PM	Breakout	Cascade All	Theater Style	150
Fri, 08/04/23	8:00 AM - 5:00 PM	Breakout	Redwood 8	Theater Style	30
Fri, 08/04/23	8:00 AM - 5:00 PM	Registration	Foyer Nugget 1		
Fri, 08/04/23	10:30 AM - 12:00 PM	Breakout	Cascade 4	Rounds	100
Fri, 08/04/23	12:15 PM - 1:45 PM	Lunch	Nugget 2	Rounds	250
Fri, 08/04/23	4:00 PM - 6:00 PM	General Session	Nugget 1	Rounds	600
Sat, 08/05/23	6:45 AM - 8:00 AM	Breakfast	Nugget 2	Rounds	200
Sat, 08/05/23	7:00 AM - 11:45 PM	Office	Redwood 1	Office	
Sat, 08/05/23	7:00 AM - 11:45 PM	Storage	Redwood 2	Office	
Sat, 08/05/23	8:00 AM - 5:00 PM	Breakout	Cascade All	Theater Style	150
Sat, 08/05/23	8:00 AM - 5:00 PM	Breakout	Redwood 8	Theater Style	30
Sat, 08/05/23	8:00 AM - 5:00 PM	Registration	Foyer Nugget 1		
Sat, 08/05/23	8:15 AM - 9:30 PM	General Session	Nugget 1	Rounds	600
Sat, 08/05/23	9:30 AM - 12:00 PM	Breakout	Cascade All	Theater Style	150
Sat, 08/05/23	12:15 PM - 2:00 PM	Lunch	Nugget 2	Rounds	400
Sat, 08/05/23	2:00 PM - 4:45 PM	Breakout	Redwood 5	Classroom	30
Sat, 08/05/23	2:00 PM - 4:45 PM	General Session	Nugget 1	Rounds	750
Sat, 08/05/23	6:00 PM - 7:00 PM	Reception	Sierra 1-2	Reception	450
Sat, 08/05/23	7:00 PM - 8:15 PM	Dinner	Nugget 2	Rounds	350
Sat, 08/05/23	9:30 PM - 11:30 PM	Reception	Nugget 2	Reception	100
Sun, 08/06/23	7:00 AM - 8:30 AM	Breakfast	Redwood 6	Rounds	40
Sun, 08/06/23	7:00 AM - 11:45 PM	Office	Redwood 1	Office	
Sun, 08/06/23	7:00 AM - 11:45 PM	Storage	Redwood 2	Office	
Sun, 08/06/23	9:00 AM - 11:00 AM	Breakout	Redwood 5	Conference	30

CREDIT PROCEDURES / MASTER ACCOUNT

Based on the estimated charges of Group functions and the financial information provided, a minimum of thirty percent (30%) pre-payment may be required, a minimum of ten (10) business days, prior to the Group arrival. If a Direct Billing account is not established, the remaining balance must be paid at checkout by appointment with the Hotel Convention Billing Department. Hotel requires that payment of all undisputed Master Account billing charges be made in full within thirty (30) days upon receipt of the statement. After thirty (30) days, any unpaid, undisputed balance will be subject to a 1.5% monthly finance charge.

FOOD / BEVERAGE AND AUDIO/VISUAL POLICIES

Catering/menu prices will be quoted ninety (90) days prior to arrival date. Having been licensed by the State of Nevada, and in accordance with Washoe County health codes no food or beverage may be brought in from the outside for use in either public meeting/function rooms, or in sleeping rooms, or hospitality suites. It is incumbent

upon Group to communicate this information to all attendees, especially those who plan to entertain in sleeping rooms or suites.

It is the policy of the Hotel that all Audio/Visual equipment be rented from the Hotel in-house Audio/Visual Department. Unless otherwise agreed to by and between Hotel and Group.

EXHIBITS

Should Group have exhibits, please refer to the Convention Sales and Services Guidelines for detailed instructions regarding Hotel's policies and procedures concerning exhibits.

SECURITY

Hotel will provide one security guard each night to oversee exhibit area from 9pm-6am each day

LOSS AND DAMAGE

Group agrees to be responsible for any damage done to equipment or function room during the time the function room is under their control, including damage or excessive cleanup made necessary by any setup or teardown. Hotel will not be responsible for the loss or damage of articles left in Hotel or function room before, during and after the event.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities arising out of or resulting from the respective obligations pursuant to this contract.

POLICIES AND PROCEDURES

Hotel's Convention Sales and Services Guidelines, which may be amended from time to time, are hereby incorporated into this Agreement by reference, and Group agrees to abide by all Convention Sales and Services Guidelines.

ADA ACCESS AND ACCOMMODATION

Hotel represents, and Group acknowledges that, beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act, and the regulations promulgated hereunder ("ADA"), Hotel facilities being rented to Group under this agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Group agrees that by thirty (30) days in advance of the meeting, it will furnish to Hotel a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, the Group shall pay all charges associated with the acquisition, rental or provision of such aids.

COMPLIANCE WITH LAWS

Group warrants and represents that it shall, in its sole cost and expense, conform to and comply with all applicable laws.

INDEMNIFICATION

Hotel and Group each agree to defend, indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorney's fees, and costs arising from any claim, action, cause of action or liabilities arising out of or resulting from the negligence or misconduct of the indemnifying party pursuant to the performance of the indemnifying party's obligation hereunder. Except as otherwise specifically set forth in this agreement, in no event shall either party be liable for any indirect, incidental, punitive, special, consequential or exemplary damages of any kind or amount (including without limitation loss of revenues,

loss of profits, loss of goodwill, loss of business opportunity, lost computer time, damage or loss of data even if informed of the possibility thereof in advance, and regardless of the form of action or legal theory (including tort, breach of contract or strict liability) arising out of, in connection with or related to this agreement. Each party's maximum liability to the other for damages resulting from or relating to this agreement shall be limited to direct money damages only and shall not exceed the amount payable by either party under this agreement.

FORCE MAJEURE

The parties' performance under this Contract is subject to acts of God, war, government regulations, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or impossible which materially affects a party's ability to perform its obligations under this Contract. Either party may terminate this Contract for any one or more of such reasons upon written notice of any of the above occurrences.

UNDERAGE GAMING/DRINKING

Group acknowledges and understands that it is unlawful for any person under the age of twenty-one (21) years to possess or consume alcoholic beverages, play any gambling game or slot machine or loiter in any gaming area. Group further acknowledges and understands that it is unlawful to aide, assist or permit a person under the age of twenty-one (21) years to participate in these activities. Group acknowledges that it shall be responsible for preventing such unlawful activity at its function or by persons attending the function. Group further acknowledges that failure to do so shall be grounds for immediate termination of the function.

MISCELLANEOUS

This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and may be amended only in writing signed by the parties. Any waiver by a party of any default or breach herein by the other shall not be deemed or construed to be a waiver of any subsequent default or breach. This agreement may be executed in one or more counterparts, including, without limitation, facsimile or electronic counterparts, each of which shall be considered an original and one and the same document. This agreement shall be construed as if all parties have been involved in its preparation, and any rules of construction to the contrary are hereby specifically waived. If any provision of this agreement is deemed unenforceable by any court of competent jurisdiction, then such provision shall be reformed by the court in such a manner as to make the provision enforceable as near the parties' manifest intent as possible. This agreement shall be governed by and construed in accordance with Nevada law, without resort to such state's conflicts of laws principles. The courts located in Washoe County, Nevada shall have sole and exclusive jurisdiction and venue over any matter arising out of or connected with this agreement, to which both parties submit to jurisdiction. In the event of any action, suit or proceeding arising out of or in connection with this agreement, the prevailing party shall be awarded actual attorney fees and costs.

CONFIRMATION PROCEDURES

This contract will be considered definite only after it has been signed by an authorized individual of Group, on or before **February 25, 2019** and subsequently countersigned by Hotel. Until the contract is fully executed and the appropriate deposit is received, no inventory is guaranteed. Until that time, Hotel reserves the right to release the space being held in this Agreement for Group.

ACCEPTED BY:

On behalf of the Group, I hereby accept the offer that Hotel has set forth in this letter and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind Group to this Agreement.

Nugget Casino Resort

Kiwanis International Cal-Nev-Hi District

Greg Weinbender
Director of Sales

MARK MCDONALD
DISTRICT SECRETARY/EXECUTIVE
DIRECTOR

Date

Date