



GROUP SALES AGREEMENT revised 2/6/19

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between San Ramon Marriott, 2600 Bishop Drive, San Ramon, CA, 94583, (925) 867-9200 and Kiwanis International - Cal-Nev-Ha District.

ORGANIZATION: Kiwanis International - Cal-Nev-Ha District

CONTACT:

Name: Mark McDonald
 Job Title: Executive Director / District Secretary
 Street Address: 8360 Red Oak Street Ste 201
 City, State, Postal Code: Rancho Cucamonga, CA 91730-0608
 Country/Region: USA
 Phone Number: (909) 989-1500 x103
 E-mail Address: mark@cnhkiwanis.org

NAME OF EVENT: Kiwanis Mid-Year Conference North & Foundation Meeting 2020 RB

REFERENCE #: M-EN87BU9

OFFICIAL PROGRAM DATES: Wednesday, 01/29/2020 - Sunday, 02/02/2020

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Kiwanis International - Cal-Nev-Ha District agrees that it will be responsible for utilizing, 176 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Attendees

Date	Day	Standard Room – ROH*	Total Rooms
01/29/2020	Wed	4	4
01/30/2020	Thu	15	15
01/31/2020	Fri	65	65
02/01/2020	Sat	40	40

Attendees Rate

Start Date	End Date	Room Type	Single
01/29/2020	02/01/2020	Standard Room - ROH	\$139.00

Staff

Date	Day	Hospitality Suite/Balcony Complimentary	Junior Suite	Standard Room – ROH*	Total Rooms
01/29/2020	Wed	1	2	10	13
01/30/2020	Thu	1	2	10	13
01/31/2020	Fri	1	2	10	13
02/01/2020	Sat	1	2	10	13

Staff Rate

Start Date	End Date	Room Type	Single
01/29/2020	02/01/2020	Hospitality Suite/Balcony	Complimentary
01/29/2020	02/01/2020	Junior Suite	\$139.00
01/29/2020	02/01/2020	Standard Room - ROH	\$99.00

**Run of House – room type not guaranteed*

GROUP ROOM RATES

Hotel's corporate rates for 01/29/2020 are as follows:

Standard: \$149.00

Based upon Kiwanis International - Cal-Nev-Ha District's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Standard: \$125.00

Hotel room rates are subject to applicable state and local taxes (currently 7.25%), and a Business Improvement District Assessment (currently at \$2.50 per room per night) in effect at the time of check in.

Kiwanis International - Cal-Nev-Ha District understands that standard check in time is 3:00 PM and check out time is 11:00 AM. Any requests for early check in or late checkout will not be guaranteed until 48 hours prior to arrival.

UTILIZING COMPLIMENTARY ROOMS

Complimentary guest rooms must be utilized during the Event.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Kiwanis International - Cal-Nev-Ha District with the following special concessions:

1. *Catering minimum of \$45,000.00 reduced to \$16,000.00 (Savings of \$29,000.00)*
2. *Meeting room rental of \$26,500.00 reduced to \$4,000.00++ with catering minimum of \$16,000.00++ achieved. (Savings of \$22,500.00)*
3. *Discounted non-commissionable group room rate of \$139.00. Rate to include complimentary in-room basic internet.*
4. *Discounted group staff room rate of \$99.00 up to a maximum of 10 rooms per night. (Savings of \$1,600.00)*
5. *One (1) complimentary Hospitality Suite with balcony for 4 nights based on availability.*
6. *Two (2) Junior Suites for 4 nights at reduced rates from \$500.00 per night per suite to the group room rate of \$139.00 per night per suite. (Savings of \$2,888.00)*
7. *Reduced self-parking fee from \$12.00 to \$6.00 per car per day.*
8. *10% discount on catering food menu pricing as follows: Breakfast - \$18.00++ | Lunch - \$30.00++ | Dinner -\$36.00++ | Reception \$22.00++*

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Food and Beverage Minimum, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Function Agenda.

In the event of reductions in the nightly Room Night Commitment of more than 80%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the nightly Room Night Commitment.

COMMISSION

The group room rates listed above are net non-commissionable. Kiwanis International - Cal-Nev-Ha District will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS

For Individual Attendees: Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 228-9290 or (925) 867-9200 or through a reservation link provided by the hotel.

For Staff Rooms: Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Kiwanis International - Cal-Nev-Ha District will forward its rooming list by *Wednesday, January 8, 2020*.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Kiwanis International - Cal-Nev-Ha District. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE

Reservations by attendees must be received on or before, **Wednesday, January 8, 2020** (the “Cutoff Date”). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Kiwanis International - Cal-Nev-Ha District group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Kiwanis International - Cal-Nev-Ha District’s obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

ROOMS ATTRITION

Hotel is relying upon Kiwanis International - Cal-Nev-Ha District’s nightly use of the Room Night Commitment and, if applicable, the Minimum Food and Beverage Revenue. Kiwanis International - Cal-Nev-Ha District agrees that a loss will be incurred by Hotel if Kiwanis International - Cal-Nev-Ha District’s actual usage is less than eighty percent (80) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a ten percent (20%) reduction in the nightly Room Night Commitment, provided that Kiwanis International - Cal-Nev-Ha District makes a written request for that reduction between the date the Agreement is fully executed and 60 days prior to Kiwanis International - Cal-Nev-Ha District’s arrival date. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group’s average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Kiwanis International - Cal-Nev-Ha District’s Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Food and Beverage Revenue, one hundred percent (100%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

PARKING RATES

The current published parking rates for daily function parking and overnight guests are as follows:

<i>Self-Parking</i>		<i>Valet Parking</i>	
0-1/2 hour	Complimentary	0 – 2 hours	\$6.00
1/2-3 hours	\$4.00	2 – 5 hours	\$12.00
3-5 hours	\$8.00	5 – 24 hours	\$18.00
5-24 hours	\$12.00	Registered Overnight	\$18.00 per car per day
Registered Overnight	\$12.00 per car per day		

**Hosted parking is also available; please inquire with Hotel’s Event Management Department. Rates are subject to change.*

***See Special Concessions*

MASTER ACCOUNT

Hotel must be notified in writing at least 14 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Kiwanis International - Cal-Nev-Ha District’s credit. If credit is approved, the outstanding balance of Kiwanis International - Cal-Nev-Ha District Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Kiwanis International - Cal-Nev-Ha District will raise any disputed charge(s) within 7 days after receipt of the invoice. The Hotel will work with Kiwanis International - Cal-Nev-Ha District in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Kiwanis International - Cal-Nev-Ha District has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- _____ [agreed alternative]

Kiwanis International - Cal-Nev-Ha District may not change this form of payment.

In the event that credit is not approved, Kiwanis International - Cal-Nev-Ha District agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Kiwanis International - Cal-Nev-Ha District wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement Kiwanis International - Cal-Nev-Ha District shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Kiwanis International - Cal-Nev-Ha District.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. Kiwanis International - Cal-Nev-Ha District agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: *Individual Attendees to Pay Room, Tax and Incidentals; Room & Tax to Master for Staff Rooms; Individual to Pay for Incidentals; Catering Charges to Master Account.*

An advance payment of **\$1,000.00** will be required in order to hold arrangements on a definite basis. This advance payment is due on **Friday, March 15, 2019** and will be credited toward Group's Master Account.

ADVANCE PAYMENT SCHEDULE

Kiwanis International - Cal-Nev-Ha District agrees to make the following advance payments:

<i>Wednesday, January 8, 2020</i>	<i>Full payment due based on the Guaranteed Numbers & all the Estimated Charges</i>
<i>Friday, January 24, 2020</i>	<i>Final guarantee and full payment due based on final guaranteed numbers and charges</i>
<i>*Balance remaining at the conclusion of event will be due before departure*</i>	

The above payments will be applied to payment of the Master Account. In the event that the payments exceed the balance of the Master Account, including any liquidated damages associated with cancellation/attrition by Kiwanis International - Cal-Nev-Ha District, Hotel will refund the difference between the payments and the balance of the Master Account within thirty (30) days.

DAMAGE TO FUNCTION SPACE

Kiwanis International - Cal-Nev-Ha District agrees to pay for any damage to the function space that occurs while Kiwanis International - Cal-Nev-Ha District's using it. Kiwanis International - Cal-Nev-Ha District will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Kiwanis International - Cal-Nev-Ha District and its attendees.

FACILITY SERVICE FEES

Based on Kiwanis International - Cal-Nev-Ha District's requirements, Hotel's function space fees would be **\$26,500.00**. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will reduce these fees to **\$4,000.00**.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

California-Nevada-Hawaii District of Kiwanis International agrees that it will provide a minimum food and beverage revenue of \$16,000 (exclusive of applicable taxes) as part of the Event. California-Nevada-Hawaii District of Kiwanis International provides less food and beverage revenue, it agrees to pay Hotel 40% of the shortage. In addition, if any food and beverage event is cancelled within 72 hours of its scheduled starting time, California-Nevada-Hawaii District of Kiwanis International agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 72 Hours. No service charges or additional fees are applied to your bill for. The prices above reflect what you will be charged not including tax.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

The Hotel is relying upon the food and beverage functions outlined on the Function Information Agenda/Event Agenda. Kiwanis International - Cal-Nev-Ha District agrees that a loss will be incurred by Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

Kiwanis International - Cal-Nev-Ha District agrees that it will provide Hotel total Event food and beverage revenue of **\$16,000.00**, exclusive of taxes and service charges ("Agreed Event F&B Revenue"), subject to change(s) by Kiwanis International - Cal-Nev-Ha District no later than 72 hours prior to each function of the Event. Kiwanis International - Cal-Nev-Ha District shall provide Hotel with 14 days advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event. Kiwanis International - Cal-Nev-Ha District shall provide Hotel this information no later than 72 hours prior to the scheduled time for each such function. The net number of covers resulting from this notice shall be referred to herein as a "Guaranteed Function".

If Kiwanis International - Cal-Nev-Ha District fails to (i) provide Hotel with the full Agreed Event F&B Revenue; or (ii) use all of the covers at any Guaranteed Function; or (iii) provide Hotel with any increase in the Agreed Event F&B listed in the Banquet Event Order, Kiwanis International - Cal-Nev-Ha District will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

1. The full per-guest price of any unused cover at any Guaranteed Function; plus
 2. 40% of the difference between the Agreed Event F&B Revenue and the actual Event food and beverage revenue received by Hotel (including any payment due under subparagraph (1), above); plus
 3. The Meeting Room Rental Fee **not to exceed** \$26,500.00(value of meeting space).
- * If applicable, state and local taxes will be added to all attrition and cancellation fees.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION

Kiwanis International - Cal-Nev-Ha District agrees that it will provide a Minimum Banquet Food and Beverage Revenue of **\$16,000.00** exclusive of applicable service charges and taxes) for the Event.

In the event of a group cancellation occurring from the Date of this Agreement to arrival date, liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Kiwanis International - Cal-Nev-Ha District agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Kiwanis International - Cal-Nev-Ha District will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Kiwanis International - Cal-Nev-Ha District understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). **These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Kiwanis International - Cal-Nev-Ha District will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Kiwanis International - Cal-Nev-Ha District's needs. If such special setups or extraordinary formats are requested, Hotel will present Kiwanis International - Cal-Nev-Ha District two (2) alternatives: (1) charging Kiwanis International - Cal-Nev-Ha District the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

PSAV® is Hotel’s preferred provider for audio/visual needs. They are located on premises to assist with all your audio visual requirements. Because the use of another provider will necessarily involve the use of some of Hotel’s and PSAV®’s equipment and expertise, a fee of \$650.00 will be charged if Kiwanis International - Cal-Nev-Ha District selects an alternate audio-visual provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Kiwanis International - Cal-Nev-Ha District requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Kiwanis International - Cal-Nev-Ha District wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Kiwanis International - Cal-Nev-Ha District must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel’s sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Kiwanis International - Cal-Nev-Ha District, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Kiwanis International - Cal-Nev-Ha District will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Kiwanis International - Cal-Nev-Ha District may use or request to be used at the Hotel.

LOYALTY PROGRAM - REWARDING EVENTS

Marriott International, Inc. and its subsidiaries offer travelers a choice of three frequent travel programs (each, a “Loyalty Program”): the Marriott Rewards® Program, The Ritz-Carlton Rewards® Program and the Starwood Preferred Guest® Program. Rewarding EventsSM (“Rewarding Events”) provides points, miles, or other Loyalty Program currency in certain regional markets to eligible Loyalty Program members who book and hold qualifying groups, meetings, and events at participating hotels.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Kiwanis International - Cal-Nev-Ha District has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award points or submit an award for airline miles to the Member identified below.

Rewarding Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Rewarding Events points or miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Rewarding Events points or airline miles

Member Name _____ Mark McDonald _____
Loyalty Program Member Number _____ 007132921 _____

*If airline miles are desired instead of Rewarding Events points, please also provide:

Frequent flier airline miles account number _____
Airline Name _____

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Rewarding Events points or airline miles and hereby waives the right to receive an award of points or airline miles in connection with the Event.

The number of points or airline miles to be awarded shall be determined pursuant to the Loyalty Program Terms and Conditions, as in effect at the time of award. The Terms and Conditions are available on-line at members.marriott.com, and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice.

The individual identified above to receive either points or airline miles may not be changed without such individual's prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than points. All Loyalty Program Terms and Conditions apply.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Kiwanis International - Cal-Nev-Ha District, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
01/29/2020	Wed	6:00 AM	11:59 PM	Storage	Conference	5	\$4,000.00*	San Ramon Boardroom
		8:00 AM	11:59 PM	Office	Special	4		Mt Diablo
01/30/2020	Thu	6:00 AM	11:59 PM	Storage	Conference	5		San Ramon Boardroom
		8:00 AM	10:00 PM	Program	Conference	100		Pleasanton/Danville 4:30 PM - Coffee Service 5:00 PM - Meeting
		8:00 AM	11:59 PM	Office	Special	4		Mt Diablo
		01/31/2020	Fri	8:00 AM	6:00 PM	Board Meeting		Hollow Square
		8:00 AM	6:00 PM	Meeting	Conference	100		Pleasanton/Danville
		8:00 AM	11:59 PM	Office	Special	4		Mt Diablo
		8:00 AM	11:59 PM	Storage	Special	1		San Ramon Boardroom
		6:00 PM	10:00 PM	Set Up	Rounds of 10	600		Salons A-E
		6:00 PM	10:00 PM	Set Up	Exhibits	20		Bishop Ranch Foyer
		6:00 PM	10:00 PM	Registration	Registration	260		Event Concierge
		6:00 PM	10:00 PM	24 Hour Hold	Rounds of 10	1		Salons F-H
02/01/2020	Sat	6:00 AM	4:00 PM	Exhibits	Exhibits	20		Bishop Ranch Foyer
		6:00 AM	5:00 PM	Registration	Registration	600		Event Concierge
		7:00 AM	8:00 AM	Breakfast	Theater	200		Salon 1
		8:00 AM	10:00 AM	General Session	Rounds of 10	600		Salons A-E
		8:00 AM	3:45 PM	Meeting	Theater	200		Salon 1
		8:00 AM	4:00 PM	Breakout	Theater	50		Pleasanton 10:00 AM - Coffee Break
		8:00 AM	11:59 PM	Office	Special	1		San Ramon Boardroom
		8:30 AM	4:00 PM	Breakout	Theater	140	Salons F-H	
		9:00 AM	4:00 PM	Breakout	Theater	50	Danville	
		9:30 AM	4:00 PM	Breakout	Rounds of 10	40	Salon 2	
		10:00 AM	12:00 PM	Set Up	Rounds of 10	600	Salons A-E	
		12:00 PM	1:30 PM	Lunch	Rounds of 10	260	Salons A-E	
		4:00 PM	4:45 PM	General Session	Rounds of 10	600	Salons A-E	
		4:00 PM	9:00 PM	Breakout	Theater	100	Pleasanton/Danville	
		5:30 PM	6:15 PM	Reception	Lounge	40	Salon 2	
		6:15 PM	7:15 PM	Reception	Cocktail Rounds	60	Salon 1	
02/02/2020	Sun	7:30 PM	10:00 PM	Dinner	Rounds of 10	150	Salons A-E 7:00 PM - Doors Open	
		7:00 AM	12:00 PM	Meeting	Conference	30	Pleasanton/Danville	
		8:00 AM	11:59 PM	Office	Conference	1	San Ramon Boardroom	

**Discounted room rental with catering minimum achieved.*

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and F&B house charge (currently 25%) in effect on the date(s) of the event.

ACCEPTANCE

When presented by the Hotel to Kiwanis International - Cal-Nev-Ha District, this document is an invitation by the Hotel to Kiwanis International - Cal-Nev-Ha District to make an offer. Upon signature by Kiwanis International - Cal-Nev-Ha District, this document will be an offer by Kiwanis International - Cal-Nev-Ha District. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Kiwanis International - Cal-Nev-Ha District at any time prior to Kiwanis International - Cal-Nev-Ha District's execution of this document, the outlined format and dates will be held by the Hotel for Kiwanis International - Cal-Nev-Ha District on a first-option basis until *Friday, March 15, 2019*. If Kiwanis International - Cal-Nev-Ha District cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Kiwanis International - Cal-Nev-Ha District and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Kiwanis International - Cal-Nev-Ha District.

Name: (Print) Mark McDonald Signature: _____

Title: (Print) Executive Director / District Secretary Date: _____

Approved and authorized by Hotel:

Name: (Print) Tammy Good Signature: _____

Title: (Print) Senior Catering Sales Executive Date: _____