



Presented by
RAINCROSS HOSPITALITY CORPORATION
a California Corporation as agent for the City of Riverside

3637 Fifth Street, Riverside, California 92501
Phone (951) 346-4700 Fax (951) 346-4706

PROPOSAL

Friday, April 12, 2019

Mark W. McDonald
CA-NV-HI District Kiwanis International
8360 Red Oak Street, Suite #201
Rancho Cucamonga, CA 91730

Dear Mark W. McDonald,

Thank you for considering Riverside and the Riverside Convention Center (the "Center") for your important event. Our entire team is looking forward to serving you to ensure that your event is an extraordinary success and exceeds even your highest expectations.

We are holding these dates for your organization on an **inquiry status** until **Friday, May 31, 2019**. **Client Please Note: The Riverside Convention Center is not obligated to turn away any other requests for this space until a deposit and a signed contract is received.** The language in this proposal is consistent with the language in the final contract that you will be receiving should you wish to proceed.

SECTION I: PROPOSED EVENT DETAILS

- A. GROUP/CLIENT:** CA-NV-HI District Kiwanis International
- B. EVENT:** Kiwanis Cal-Nev-Ha District Convention 2022
- C. CONTACT:**
- | | |
|--------|---------------------|
| Name: | Mark W. McDonald |
| Phone: | 909-989-1500 |
| Fax: | 510-562-0688 |
| Email: | mark@cnhkiwanis.org |
- D. EVENT DATES:** Tuesday, August 2, 2022 through Sunday, August 7, 2022
- E. ATTENDEES:** 500-700

F. CLIENT'S PRIMARY CONTACT AT THE CENTER:

Sales Manager's Name: **Pamela Sturrock**
Phone: **951-346-4708**
Fax: **951-346-4706**
Email: **psturrock@riv-cc.com**

Please see Complete Client's Contacts Summary on the "QUICK LOOK SUMMARY" in Addendum "A" for this and other important contact information.

G. PROPOSED TENTATIVE CONTRACT, DEPOSIT and DEFINITE CONTRACT: The Center is holding the above dates for Client on an inquiry status until **Friday, May 31, 2019**. A request for a contract must be submitted to the Riverside Convention Center's Sales and Catering Office by **Friday, May 31, 2019** in order to proceed to tentatively hold the space as outlined in this proposal. The Contract shall become binding on the parties once the Center has confirmed receipt of the following: 1) A fully executed contract including all pages initialed and/or signed (by scan, fax or other form of delivery), 2) the specified deposit, and 3) the Riverside Convention & Visitors Bureau (RCVB) signed hotel(s) contract(s), if applicable.

H. TENTATIVE ROOM BLOCK, SET-UP REQUIREMENTS and CATERING ARRANGEMENTS: Once a request for a contract is received, the Center will tentatively block the space listed below according to the information provided by Client. Please note: Unless otherwise stated, the Center reserves the right to reset rooms to their standard state or for other events after hours listed below. **PLEASE READ AND REVIEW CAREFULLY.**

Day/ Date	Time	Function	Location	Set-up
Tuesday / Aug 2 2022	12:00AM – 24 Hour Hold	Office	MR 7	TBD
		Storage	MR 8	TBD
Wednesday / Aug 3 2022	24 Hour Hold	Office	MR 7	Existing Set
		Storage	MR 8	Existing Set
	8:00AM – 24 Hour Hold	Exhibits Setup	Exhibit Hall A	(25-35) 10 x 10 Exhibit Booths
		Training	MR 9	Classroom for 28ppl.
12:00PM – 24 Hour Hold	General Session Setup	Exhibit Halls BCD	Banquet for 700ppl.	
Thursday / Aug 4 2022	24 Hour Hold	Office	MR 7	Existing Set
		Storage	MR 8	Existing Set
		Exhibits	Exhibit Hall A	Existing Set
	8:00AM - 5:00PM	Training Sessions & Working Lunch	MR 4 & 5	U-Shape for 40ppl.
	12:00PM - 12:00AM	Registration & Sales Area Setup/Registration Open	Upper Concourse	Registration
	12:00PM – 5:00PM	Exhibits Open	Exhibit Hall A	Existing Set
	1:00PM - 5:00PM	Board of Trustees Meeting	MR 9 & 10	Hollow Square for 28ppl. w/ Classroom for 12ppl. and Theater for 50ppl.
5:00PM – 6:15PM	Opening Session	Exhibit Halls BCD	Existing Set	

Friday / Aug 5 2022	24 Hour Hold	Office	MR 7	Existing Set	
		Storage	MR 8	Existing Set	
		Registration & Sales Area	Upper Concourse	Registration	
		Exhibits	Exhibit Hall A	Existing Set	
		General Session	Exhibit Halls BCD	Existing Set	
	7:00AM - 8:00AM	Breakfast	MR 10	Banquet for 40ppl.	
	8:00AM – 24 Hour Hold	(6) Breakouts	Ballroom		Theater for 150ppl.
			MR - 1/2/3		
			RC- D/A/E/B		
			MR 4		Theater for 75ppl.
MR 5					
RC- F & C					
8:00AM - 12:00AM	Committee Meeting	MR 6	Theater for 30ppl.		
10:30AM - 12:00PM	Work Project Room	MR 9 & 10	TBD		
12:15PM – 1:45PM	Lunch	Exhibit Halls BCD	Existing Set		
Saturday / Aug 6 2022	24 Hour Hold	Office	MR 7	Existing Set	
		Storage	MR 8	Existing Set	
		Registration & Sales Area	Upper Concourse	Registration	
	24 Hour Hold – 12:00PM	(3) Breakouts	Ballroom		Existing Set
			MR - 1/2/3		
			RC- D/A/E/B		
	24 Hour Hold – 5:00PM	Exhibits	Exhibit Hall A	Existing Set	
	24 Hour Hold – 9:30PM	General Session/Closing Session	Exhibit Halls BCD	Existing Set	
	8:00AM - 5:00PM	Committee Meeting	MR 6	Existing Set	
	12:15PM – 2:00PM	Lunch	Exhibit Halls BCD	Existing Set	
2:00PM - 4:45PM	Committee Meeting	RC-C	Theater for 30ppl		
6:00PM - 7:00PM	Reception	Plaza	Reception		
7:00PM – 8:15PM	Installation Dinner	Exhibit Halls BCD	Existing Set		

	24 Hour Hold	Office & Storage	MR 7	Existing Set
Sunday / Aug 7 2022	7:00AM - 8:30AM	Breakfast	MR 10	Banquet for 40ppl.
	9:00AM - 11:00AM	SLP Committee Meeting	MR 9	Conference for 30ppl.

I. **MOVE-IN/MOVE-OUT DAYS:** If Client requires additional time to move-in (set-up) or move-out (breakdown) for Event, or if the details above do not reflect Client's requirements, **Client must immediately contact its sales manager. Changes to the above arrangements may result in additional costs** for room rental, labor and/or other charges.

J. **ESTIMATED COSTS:**

ESTIMATED COSTS			
ROOM RENTAL:	\$30,069.00 ++	Room Rental does NOT include service charge and sales tax (++) Currently service charge is 20% and sales tax is 8.75%. Note: Service charge and sales tax is subject to change prior to Event.	
ESTIMATED FOOD & NON-ALCOHOLIC BEVERAGE CREDIT:	(\$24,591.45)	*.65 Cents-for-Dollar" Food & Non-Alcoholic Beverage Credit *applied towards your Room Rental. (Specifically excluding concessions, bar revenue, tax, and service charge.) Note: Credit may change based upon final guarantees. (Anticipated Food & Non-Alcoholic Beverage Revenue of \$37,833.00 x .65 Cents-for-Dollar Food & Beverage Credit = \$24,591.45)	
REMAINING ROOM RENTAL RESPONSIBILITY:	\$5,477.55++	Client Room Rental responsibility is the difference between Room Rental less Food & Non-Alcoholic Beverage Credit. Note: Room Rental may change based on final food & beverage guarantee.	
ESTIMATED CONTRACTED COST:	\$43,310.55++	Estimated Contracted Cost is Remaining Room Rental Responsibility plus Anticipated Food & Non-Alcoholic Beverage Revenue. *Amounts listed in Estimated Costs do not include applicable Miscellaneous Fees, Alcoholic Beverages, Audio Visual, Internet, etc.	
MEAL MINIMUMS		Breakfast \$21.50++	Lunch \$21.46++ Dinner \$34.48++

SECTION II: GENERAL CONTRACT INFORMATION, STANDARDS, AND REQUIREMENTS

A. **HOTEL CONTRACTS:** This Contract with the Center will not be considered definite until the Center has confirmed receipt from the Riverside Convention & Visitors Bureau of fully executed hotel(s) contract(s), if applicable, between Client and hotel(s).

B. **CONTRACT PRICING:** All pricing included in Contract reflects current pricing and may not be applicable if Event takes place in a future year. Client should anticipate an increase of no more than 5% per year from date of execution of Contract to Event date.

C. **DEPOSITS AND PAYMENTS:**

- 1.) A deposit of **\$2,825.00** is required to reserve space. This payment, which is non-transferable and non-refundable, will be deducted from the Client's overall balance due.
- 2.) The **deposit is due** with signed contract.
- 3.) **One (1) year prior** to the date of Event, **an additional 10% of the estimated Center charges shall be due, which equates to \$5,650.00.** Any event contracted within a twelve (12) month period shall be required to pay a non-transferable and non-refundable deposit in the amount of 15% of the estimated Center charges.
- 4.) **Ninety (90) days prior** to the date of Event, **an additional 35% of the estimated Center charges shall be due, which equates to \$19,775.00.** Any event contracted within a ninety (90) day period shall be required to pay a non-transferable and non-refundable deposit in the amount of 50% of the estimated Center charges.
- 5.) **Complete pre-payment of estimated Center charges** is required **four (4) business days** prior to Event by cash, company printed check, cashier's check, money order or credit card.
- 6.) Events which have established credit terms in accordance with the Center's credit policy shall be bound by terms of the stated credit policy.

7.) For all other events, prior to start of Event, Client must submit a valid credit card for any additional charges incurred during Event.

A Summary of Important Dates is included in the **"QUICK LOOK SUMMARY" in Addendum "A"**.

- D. TAX EXEMPT ACTIVITIES:** If Client, company or organization requests a tax exemption, proof of tax exempt status must be provided in the form of a letter from the California State Board of Equalization. Such proof must be presented to the Center Executive Offices **on or before** the date Client submits its deposit.
- E. EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES:** Facility fees are based upon rates as applicable and as indicated in "QUICK LOOK SUMMARY" Addendum "A", Extra Services/Rental Items/Miscellaneous Fees. Rates listed do not include sales tax and service charge.
- F. TIME ALLOCATION/ROOM SET CHANGE FEE:** The Center can be reserved for event times beginning as early as 5:00 a.m. and ending as late as 12:00 a.m.-Midnight Should you wish to stay beyond 12:00 a.m.-Midnight or need additional time for setup or tear down, this can be arranged for an additional charge. A minimum charge of \$200.00 per room will be incurred if there is less than a three (3) hour turn-time for any function room being used. Charges will be based on the labor requirements necessary to accommodate the change. Please make special arrangements with your catering manager if you anticipate that your event will continue past 12:00 a.m. - midnight. Additional labor charges for overtime may apply.
- G. LINEN:** Ivory tablecloths and ivory, black or burgundy napkins for meals are included at no charge. If Client desires additional linen or special colors, an additional charge will apply.
- H. GUARANTEES FOR MEAL FUNCTIONS:** The Center requires guarantee of the number of persons attending your function **no less than 96 hours (4 working days) prior to the function date**. This guarantee is not subject to reduction. If no guarantee is received, the expected number of guests will be considered the guarantee. The Center will be prepared to serve 3% over the guarantee. Client will be charged for the guaranteed number of guests or the number of guests in attendance, whichever is greater.
- I. MEAL MINIMUM:** Breakfast prices begin at \$21.50++ per person, lunch pricing starts at \$21.46++ per person, dinner is available for as little as \$34.48++ per person. Please refer to current menu selections for current pricing. No outside food and beverage is permitted.
- J. ALCOHOLIC BEVERAGES:** The Center is the exclusive provider of alcoholic beverages. The Center reserves the right to: 1) Request proper identification (photo ID) of any person of questionable age and refuse serving alcoholic beverages to any person who is either underage or cannot produce proper identification, and 2) Refuse to serve alcoholic beverage to any person who, in the judgment of event staff, appears intoxicated. Notwithstanding the foregoing, the Center may refuse to serve any patron at its discretion. Client shall not, and shall cause any attendees at Client's function to not, bring any alcohol on to the Center's premises.
- K. CONCESSIONS:** If concessions are requested, the Center shall determine the hours of operation and may change at our discretion. The Center requires a minimum of 500 people to open concessions, plus a guarantee of \$1,000.00 in sales during a 4-hour period. Client shall be responsible for no less than the guarantee of \$1,000.00 in sales.
- L. LABOR CHARGES:** The Center endeavors to provide only the highest quality staffing in order to ensure your event's success. Most labor charges are included in the estimated costs based upon previous discussions with the Client. Should you require extraordinary services, additional charges may apply.
- M. AUDIO VISUAL (AV):** All audio/visual charges are per-day and subject to service charge and sales tax. Client shall contract such services directly through Pro Audio Visual. See the **Complete Client's Contact Summary, Quick Look Summary in Addendum A** for Pro AV's contact information.
- N. INFORMATION TECHNOLOGY (IT), AND TELECOMMUNICATIONS:** Vistem Solutions provides Information Technology (IT) and Telecommunications services. Client shall contract such services directly through Vistem Solutions. See the **Complete**

Client's Contact Summary, Quick Look Summary in Addendum A for Vistem Solutions contact information. **Complimentary Wi-Fi with shared 3 / 3 MBPS bandwidth is available throughout the Convention Center. Upgrades to bandwidth or other special IT requests must be requested a minimum of 5 business days prior to event start date.**

- Q. ELECTRICAL:** Special electrical needs, exceeding existing 120-volt/20-amp wall plug service, must be provided by the Center's exclusive in-house electrical services company. Client must arrange for these services in advance and will require additional charges. See the **Complete Client's Contact Summary, Quick Look Summary in Addendum A** for the Center's electrical provider's contact information.
- P. DECORATIONS:** The Center recognizes that decorations can have a dramatic impact on an event's atmosphere. Sets and certain decorations must meet with the approval of the Riverside Fire Department. Your catering manager will provide you with guidance in this regard. Extraordinary decorations and sets may be subject to additional agreements and charges. Affixing anything to the floors, walls or ceiling of the facility requires the written approval of the catering manager. The use of materials such as Silly String or similar aerosol-delivered products are not permitted. **Open flame candles are expressly prohibited. Please see general terms and conditions for additional restrictions.**
- Q. RIGHT OF INSPECTION:** In order to help ensure the safety of all clients and guests, event staff reserves the right to enter and inspect all function rooms. If Event staff observes any illegal activity or activity that staff reasonably believes could result in harm to persons or objects, event staff has the authority to immediately cancel the event, in which case all of the Client's guests and Event guests/invitees will be required to immediately vacate the premises. In such an event, Client will remain liable for all fees and charges related to the function pursuant to the terms of this Contract.
- R. PARKING:** The Center offers limited parking at a cost of \$10.00 per vehicle/space/day. If Client requires additional parking, vehicles may use street parking or alternate City parking lots/structures. The Center's sales manager will provide Client with a map and pricing for overflow parking.
Please note: If recreational vehicles, trailers, buses, or other commercial or commercial-like vehicles will be used during the Event, special arrangements must be made and additional costs may be incurred by the client. Please see your sales manager for details.
- S. SECURITY:** Security patrols the premises and monitors the property 24 hours per day. If your group or organization requires additional Security personnel, an additional charge of \$50.00 per hour, per agent, will apply and must be contracted through the Center.
- T. DAMAGE CLAUSE:** Client is responsible for any damages or destruction to the Center premises resulting from any acts or omissions of the Client and/or their staff, personnel, agents, contractors, invitees or guests of Client. Prior to event, a walkthrough will be conducted with Client and either the Director of Security or the Banquets Operations Manager to note any prior damage. A post event walkthrough will be conducted to determine if any damage occurred during Client event. Client will be responsible for repair and/or compensate the Center for all damage(s) or destruction.
- U. REQUIRED PERMITS:**

1.) Health Permits: Prior to any temporary, occasional event involving the buying, selling, or giving away of any food items, Client must obtain Riverside County Health permits. Client must secure these permits and confirm as received by the Center at least ten (10) working days prior to the event.

To obtain a health permit, contact:

**Riverside County Environmental Health Department
4065 County Circle Drive, Riverside, CA 92503
Telephone: (951) 358-5172**

Office hours are typically Monday through Friday, 8:00 a.m. – 5:00 p.m.

2.) Vendor Seller's Permits: Prior to any temporary, occasional event involving the buying or selling of any item, a Seller's Permit is required by the State Board of Equalization.

To arrange for permits, contact:

State of California Board of Equalization
3737 Main Street, Suite 1000, Riverside, CA 92501
Telephone: (951) 680-6400
Website: <http://www.boe.ca.gov/info/reg.htm>

The Client is required to obtain written evidence from each seller that the seller is the holder of a valid California Seller's Permit, or secure a written statement from the seller that he or she is not offering for sale anything which is subject to sales tax.

3.) Fire Permits: All events that have (but are limited to) the following activities must obtain a special event fire permit:

- ❖ Exhibit booths
- ❖ Containers of flammable liquids
- ❖ Equipment for competition, demonstration or display
- ❖ Vehicles inside an assembly area

This may be obtained through:

City of Riverside Fire Department Prevention Division,
City Hall, 3900 Main Street - 5th floor, Riverside, CA 92501
Telephone: 951-826-5737
Email: prev@riversideca.gov

Office hours are Monday through Friday, 8:00 am – 5:00 pm. An event site plan is required. Please note for the duration of the event, a copy of the permit is to be on site with the conference coordinator. Fees related to diagram approval or site inspection are the responsibility of the client and/or signee. The Center requires approved diagrams thirty (30) days prior to the execution of the function.

4.) Signs/Flyers: In adherence to the City of Riverside's Municipal Code 10.16.040 and 19.76.010, no unauthorized sign(s) may be posted within the city limits. Failure to comply with the above codes may result in an additional \$50.00 fine per sign, and/or a \$500.00 fine per incident imposed by the City of Riverside. Copies of these codes are on file with the Center and City of Riverside, City Hall.

V. PACKAGE/MATERIAL DELIVERY: In the event you will be shipping material to the Center prior to the function please mail all packages to:

Attn: Pamela Sturrock, Sales Manager
Riverside Convention Center
3637 Fifth Street
Riverside, CA 92501

Please label the packages as follows:

- ❖ **Name of your event including date range of function**
- ❖ **When applicable, your organization's intended recipient name**

Please ensure that notification of the shipper's name and the arrival date is provided to your Sales Manager. Also please note that any materials shipped and received prior to 48 hours or left behind 48 hours after your event has concluded, will incur storage charges of \$50.00 per day. Please provide your Sales Manager with all information relating to the pick-up of your materials after your event. You are responsible for all packaging and shipping arrangements.

W. ADVERTISING AND PROMOTIONS: In all advertising and promotions, the facility must be referred to as, "The Riverside Convention Center". Such use of the facility name shall be for purposes describing the location of the Event. Client shall not use the name for any other purposes without the prior written consent of the Center.

X. INSURANCE: Client shall provide the Center with proof of insurance no later than thirty (30) days prior to event. Client shall

procure and maintain insurance that fully covers the risk and indemnity obligations. Such insurance shall be on a comprehensive general liability form with a broad form general liability endorsement attached and must have minimum coverage of \$1,000,000.00 combined single limit per occurrence. **The insurance policy shall specifically name: Raincross Hospitality Corporation dba Riverside Convention Center and the City of Riverside, The Riverside Civic Authority and their respective members, officers, directors, managers, agents and employees as additional insured, and shall state that the policy will not be canceled or materially changed for any reason without thirty (30) days prior written notice to the Center.** The policy will not be accepted if it contains a "best effort" modifier or relieves the insurer from any cause what-so-ever prior to, during, or subsequent to, the function date range covered by this Contract.

Y. INDEMNIFICATION: To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless **Raincross Hospitality Corporation, Riverside Convention Center and the City of Riverside and its Affiliates, and their respective agents, employees, officers, directors and shareholders (collectively, the "Riverside Convention Center Indemnified Parties")**, from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or and attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by you or any related act or failure to act by you including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require you to indemnify the Riverside Convention Center Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Riverside Convention Center Indemnified Parties.

To the fullest extent permitted by law, Riverside Convention Center agrees to protect, indemnify and hold harmless you, your owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Riverside Convention Center's employees, agents, or contractors, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Riverside Convention Center or any related act or failure to act by Riverside Convention Center including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Riverside Convention Center to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Z. CANCELLATION: By entering into this Contract, the Center has reserved the aforementioned function rooms to the exclusion of other business opportunities and has relied upon the stipulated reservation as disclosed in this Contract. Therefore, it is understood and agreed upon by Client that cancellation of the event will result in the loss of substantial revenues in the form of Food & Beverage and other miscellaneous costs of which the Center will not be able to recover. Accordingly, cancellation of the event and/or function space is subject to the penalties noted on **"QUICK LOOK SUMMARY" in Addendum "A"**.

AA. FORCE MAJEURE: Neither Party shall be responsible for any failure of performance due to acts of God, shortage of commodities or supplies to be furnished by the Center, or governmental authority, that make it illegal or impossible for the Center to hold the Event. If events beyond the reasonable control of the Parties, including but not limited to acts of God, war, strikes, terrorist attacks, or curtailment of transportation either in the City of Riverside or in the countries/states of origin of the attendees, which prevents at least 40% of the attendees from arriving for the first scheduled day of the Event, make it impractical, illegal or impossible to perform as originally contracted under this Contract, the affected party may terminate this Contract, without liability, upon written notice.

BB. LIMITATION OF LIABILITY: Neither Raincross Hospitality Corporation dba Riverside Convention Center nor the Center will be responsible for any loss, damage or injury (bodily or property) that may occur at any event held on the property prior to, during, or subsequent to the function date range covered by this Contract. Notwithstanding anything in this Contract to the contrary, in no event will the Center's aggregate liability to Client or any third party, from all causes of action and theories of liability, exceed the actual amount paid by Client to the Center under this Contract.

CC. CONFIDENTIAL INFORMATION: The Parties agree to maintain this Contract, and all of the pricing, services, and other terms of this Contract, as "**Confidential Information**," and each Party agrees not to disclose or discuss such Confidential Information without the prior written approval of the other Party, in its sole discretion, except that each Party may disclose such Confidential Information (i) to its directors, officers, employees, and contractors whose duties justify their need to know such information, and who have been clearly informed of their obligation to maintain the confidential, proprietary, and/or trade secret status of such Confidential Information, or (ii) to the extent necessary pursuant to applicable federal, state, or local law, regulation, court order, or other legal process, provided the Party has given the other Party prior written notice of such required disclosure and, to the extent reasonably practicable, has given the other Party an opportunity to contest such required disclosure at that other Party's expense.

PLEASE NOTE: A request for a contract must be submitted to the Riverside Convention Center's Sales and Catering Office by **Friday, May 31, 2019** in order to proceed to tentatively hold the space as outlined in this proposal. If you have any questions or concerns regarding this document, please contact:

If you have any questions or concerns, contact the Sales and Catering Office at (951) 346-4700.

RIVERSIDE CONVENTION CENTER

CC: Tuyen Nguyen-Valenzuela

"QUICK LOOK SUMMARY"**ADDENDUM "A"****CONTACT SUMMARY**

Service provider	Contact
Telecommunications-Vistem Solutions	(949) 478-5726 jblythe@vistem.com
Electrical Services	Contact Sales Manager for approved providers
Event Permits-City of Riverside Fire Dept.	(951) 826-5737
Health Permits-Environmental Health Dept.	(951) 358-5172
Vendor Seller Permits-State Board of Equalization	(951) 680-6497
Audio-Visual-Pro A.V.	(951) 346-4709

IMPORTANT DATES TO BE NOTED

One (1) Year prior to Event	10% of all estimated charges are due (\$5,650.00)
90 Calendar Days prior to Event	35% of all estimated charges are due (\$19,775.00)
30 Calendar Days prior to Event	Menu Selections must be in place and ALL Event Details must be submitted to the Riverside Convention Center Sales Manager
4 Business Days prior to Event	Full Pre-payment of Estimated Total Cost

CANCELLATION PENALTIES

Number of Days Prior to Event Date	(%) Percent Due
Over 180 Calendar Days	25% of all estimated charges (\$10,827.64)
140-179 Calendar Days	50% of all estimated charges (\$21,655.28)
90-139 Calendar Days	75% of all estimated charges (\$32,482.91)
Less than 90 Calendar Days	100% of all estimated charges (\$43,310.55)

EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES

Banners – Hanging fee (per banner)* requires Scissor Lift Operator	\$15.00
Forklift Rental (per hour, 2 hour minimum) *operator certification required	\$50.00
Scissor Lift Rental (per hour, 2 hour minimum) *operator certification required	\$75.00
Building Clean Up (one-time fee)	\$475.00
Refuse Disposal (one-time charge)	\$210.00
Janitorial Services (per day)	\$285.00
Business Tax Fee (per day if merchandise and/or materials are to be sold)	\$70.00
Kitchen Usage (\$125.00/per hour, 4-hour minimum)	\$125.00
Cake Cutting Fee (per person)	\$2.00++
Carving Fee (per chef)	\$125.00
Corkage Fee (per standard 750 ml bottle)	\$12.00++
Dance Floor (40x40)	\$150.00++
Piano	\$450.00
Room Re-Key Charge	\$75.00
Linen for Exhibit Tables (each table, 2 linens per table)	\$4.50++
Exhibit Tables (Per table, per day. Cost does not include service charge and sales tax, which will apply to each table. Each exhibit table consists of one (1) 8' table, one (1) tablecloth, and two (2) chairs. If additional linens are required, costs will be determined prior to your event date.) – First 10 Complimentary per Pamela G. Sturrock	\$27.00++



GROUP SALES PROPOSAL

April 10, 2019

Mr. Mark McDonald
Executive Director / District Secretary
Kiwanis International - Cal-Nev-Ha District
8360 Red Oak Street Ste 201
Rancho Cucamonga, CA 91730-0608

Dear Mark:

We are excited about the opportunity to host the **Kiwanis CAL-NEV-HA District Convention**. Our staff looks forward to introducing you to a brand of hospitality, upon which we have built our reputation for excellence.

You and your guests will feel confident in knowing that the staff at the Riverside Marriott at the Convention Center is committed to providing a flawless event for you. This commitment extends from our Guest Service Associates, who first greets your guests, to our General Manager, Per Nilsson

Currently we can offer the following group room availability:

GROUP ROOM BLOCK

Date	Day	Run of House	Total Rooms
08/02/2022	Tue	2	2
08/03/2022	Wed	75	75
08/04/2022	Thu	120	120
08/05/2022	Fri	120	120
08/06/2022	Sat	120	120
08/07/2022	Sun	20	20

Marriott Riverside at the Convention Center is pleased to offer the following group room rates:

GROUP ROOM RATE

Start Date	End Date	Room Type	Single
08/02/2022	08/07/2022	Run of House	\$169.00

The above rates are quoted in current year dollars. These rates are net of taxes and non-commissionable. Hotel room rates are subject to applicable state and local taxes (currently 13.25%) in effect at the time of check in.

Complimentary Room Policy:

The hotel will provide one (1) complimentary room night on a cumulative basis, for each fifty (50) paid and actualized night occupied by attendees of group at the contracted rate. Marriott Riverside at the Convention Center will credit the Group's Master Account for the total number of rooms earned by group at the conclusion of event. Complimentary rooms have no monetary value.

Special Concessions: Hotel will provide the following concessions if at least 80% of the Minimum Guest Room Revenue is received.

- Two (2) upgrade to a Junior Suite at group checking in 8-2-22 checking out 8-8-19
- Discounted overnight parking at \$14.00 per car, per day, with in and out privileges
- Complimentary, basic wireless internet in guest rooms (*standard daily fee of \$12.95*) – Upgrade to enhanced high-speed guest room internet is an additional \$3.00 per day (*standard daily fee of \$15.95*)
- Group rate will be available three (3) days prior to group arrival date and three (3) days after group departure date based upon hotel availability
- Welcome Amenities for Staff and VIP's upon arrival (*Amenity selection at discretion of hotel*)
- 1:50 cumulative comp room ratio
- 75% attrition
- Comp Shuttle service within a five-mile radius

*Concessions are based on proposed guest room block.
Concessions are subject to change if guest room block is reduced.*

Hotel Services:

Located the heart of Historic Downtown **Marriott Riverside at the Convention Center** is ideal for your conference.

We will ensure your event a handled professionally and your guest and attendees have a great experience in a pleasant and comfortable environment. We are excited to extend the following for your consideration:

- 14,000 square feet of flexible function space with a 4,692 square feet of indoor and outdoor Grand Ballroom and Courtyard space
- 292 deluxe guest rooms including 25 suites
- Three Concierge floors with an Executive Lounge
- State-of-the-art Fitness Center located on the second level
- Room Service
- Same-day valet laundry service
- 2 outlets for your dining pleasure C3 Restaurant & C3 Lounge.
- Enjoy our day/night bar perfect for your morning coffee and cocktails in the evening
- Relax poolside with glass fire pit that is great for lounging
- Heated Outdoor Pool and Jacuzzi SPA
- Located less than 20 minutes from Ontario International Airport
- Self-parking for \$14.00 per day with in and out privileges (prices subject to change)

- Adjacent to the new renovated Riverside Convention Center
- 100% Smoke-Free Hotel

Marriott Bonvoy Events:

Marriott Bonvoy Events offers exclusive membership privileges when you travel, as well as your choice of frequent flyer miles in your preferred airline program or points toward free vacations for every dollar you spend at over 2,400 hotels in the Marriott family. Sign Up Today!

<https://www.marriott.com/loyalty/terms/default.mi>

Travel Brilliantly:

Marriott Hotels® is on a mission to shape the future of travel. To make your experience more convenient we've added the following features for Marriott Rewards Members who use our app at Marriott Hotels:

- Mobile check-in up to two hours before you arrive
- Receive automatic notifications when your room is ready
- When you arrive at the hotel, please go directly to the Mobile Check-In desk for an enhanced arrival experience. We'll have your keys waiting.
- Checkout with our app and skip the front desk. We'll email you a copy of your final bill.

<http://www.marriott.com/marriott/mobile-check-in-marriott-hotels-and-resorts.mi>

The Future of Meetings is Here:

The **Red Coat Direct** app enables meeting organizers to adjust and edit their meeting requests and preferences with a touch of a button and without ever leaving the meeting room. Currently available at the Marriott Riverside at the Convention Center.

Mark, thank you again for your consideration of our hotel and I hope we have the opportunity to work with you and on this program. If all of the above meets your approval, we would be delighted to forward you a formal letter of agreement. Should you have any questions, please do not hesitate to contact me directly at 951-786-7155 or email dbray@marriotttriverside.com. **This proposal is valid until May 31, 2019** and is based on information communicated to this facility and in no way constitutes a binding contractual agreement.

If you would like to familiarize yourself further with the Marriott Riverside at The Convention Center, please visit our website at www.marriott.com/ralmc.

Best Regards,

Denise Bray

Denise Bray
Sales Manager



Proposed Group Agreement

Name:	Mark McDonald	Date:	Thursday, April 11, 2019
Title:	Executive Director	Group Name:	Kiwanis CA/NV/HI District Convention 2022
Company Name:	CA/NV/HI Kiwanis	Hotel Name:	Hyatt Place Riverside/ Downtown
Address:	8360 Red Oak Street, Suite 201	Hotel Contact:	Karla Pierre
	Rancho Cucamonga, CA 91730	Title:	Director of Sales
E-Mail:	mark@cnkiwanis.org	E-Mail:	Karla.Pierre@hyatt.com
Phone:	909-989-1500	Phone:	951-321-3502
Fax:		Fax:	951-248-0727

Kiwanis CA/NV/HI District Convention 2022 (“Group”) and **Hyatt Place Riverside/ Downtown** (“Hotel”) agree as follows:

The Hotel agrees to hold the space listed in this proposed agreement on a tentative basis until **04/31/2019**. If this agreement is not fully executed by Group and Hotel by **05/31/2019**, the Hotel will release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

GUEST ROOM BLOCK

ROOM TYPE	RATE	08/02/2022	08/03/2022	08/04/2022	08/05/2022	08/06/2022	08/07/2022
		Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1 King Bed	\$169.00	1	10	30	50	30	3
2 Queen Beds	\$179.00	0	10	30	30	25	2
Total Rooms/Nights		1	20	60	80	55	5

Total Room Nights: 221

GUEST ROOM RATES

The Hotel confirms the following guest room rates:

1 King Bed: \$169.00; 2 Queens \$179.00

- Room rates are quoted exclusive of applicable state and local taxes, which are currently 13.195%.
- **Rate includes Hot American Breakfast Buffet, available 6:30am – 9:00am weekday and 7:00am – 10:00am weekend (Valued at \$15.00)**
- Free High Speed Internet, complimentary everywhere in the hotel (Value at \$12)
- Free Local Phone Calls
- Complimentary public computers and printer; 24 hours
- Complimentary Fitness Center, 24 hours
- The Hyatt Place will offer parking \$12.00
- One comp per 50
- Cut off 21 days prior
- 80 % attrition Clause

COMMISSIONABLE/NON-COMMISSIONABLE

These rates are confirmed on a net non-commissionable basis.

GUEST ROOM MINIMUM

Hotel is relying on, and Group agrees to provide, a minimum of 80% of contracted guest room nights. Group has contracted 221 guest room nights and will be responsible for a minimum of 176 guest room nights. Should the Group fall below this amount, the Group will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the single guest room rate of \$169.00 plus any applicable taxes. Any charges for no-shows or cancellations made within 24 hours of arrival will not apply towards guest room minimum.

RESERVATION METHOD/ CUT-OFF DATE

Reservations will be submitted: **individual call-in to 888 HYATT HP (888-492-8847) no later than 07/14/2022.** Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

CREDIT ARRANGEMENTS

Individuals will be responsible for their own room, tax and incidental charges. A credit card authorization form must be completed and returned to the hotel **with the signed contract** in order to guarantee the group block/events.

CANCELLATION OPTION

Either the Hotel or Group may cancel this contract without cause upon written notice to the other party at any time prior to the event and upon payment of an amount determined by both parties at the time the agreement is executed.

The cancellation option for both parties for this agreement is:

121 days or more, prior to arrival:	40% of contracted revenue
120-61 days prior to arrival:	60% of contracted revenue
60 days or less, prior to arrival:	80% of contracted revenue

The canceling party shall make payment due as a result of this cancellation option to the non-canceling party at the time this Agreement is canceled by written notice.

****Individual cancellations must be made 72 hours prior to arrival. Any cancellations within 72 hours of arrival or no-shows will be subject to a charge of one night room and tax.**

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

BINDING AGREEMENT

This Agreement, along with Exhibit A – the Additional Terms and Conditions, which are incorporated herein by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once the parties sign this Agreement.

FACSIMILE SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space; provided, however, that if the Hotel does not receive the Agreement executed by the Group with the original signature

without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page, the Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Agreement, which includes Exhibit A – the Additional Terms and Conditions constitutes a binding agreement between the Group and the Hotel.

By the Group's
Authorized Representative

By the Hotel's
Authorized Representative

Signature: _____

Signature: _____

Name: _____

Name: Karla Pierre

Title: _____

Title: Sales Manager

Date: _____

Date: _____

Exhibit A-ADDITIONAL TERMS AND CONDITIONS

In addition to the terms and conditions specified on the face hereof, including but not limited to any special conditions as set forth thereon, Group shall be subject to and governed by the following terms and conditions. (The terms, conditions, descriptions and specifications in the Group Sales Agreement and in this Exhibit A are hereinafter collectively referred to as the "Agreement"):

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement.
- a. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.
- b. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities, which are due to the misconduct, or negligence of the Group.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Select Hotels Group, L.L.C. and the hotel owner as additional insureds with regard to the activities of such outside contractor.

AMERICANS WITH DISABILITIES ACT

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in this agreement, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated

RIGHTS OF TERMINATION FOR CAUSE

differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in Riverside, CA, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of California located in Riverside. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of California and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect

