



# 2019-2020 Finance Committee Meeting

Tuesday, February 4, 2020

4:00 p.m.

Join Zoom Meeting via computer: <https://zoom.us/j/311229748>

Meeting ID: 311 229 748

One tap mobile: [+16699006833.311229748#](tel:+16699006833.311229748)

Landline: +1 669-900-6833

Meeting ID: 619 437 428

## Agenda

1. Call to Order - Lanie Wheeler, Chairman
2. Review of the minutes from the December 10, 2019 meeting
3. Review and recommend approval of contract for the 2020 Aktion Club Education Conference at Wonder Valley Ranch Resort & Conference Center
4. Review and recommend approval of contract for the 2021 Key Club Convention at Ontario Convention Center and seven surrounding hotel contracts
5. Review and recommend approval of contract for the 2022 Kiwanis District Convention at Renaissance Esmeralda Resort and Spa in Indian Wells, CA
6. Other Business
7. Adjournment



**Kiwanis**  
CALIFORNIA-NEVADA-HAWAII DISTRICT

[www.cnhkiwanis.org](http://www.cnhkiwanis.org)

MARK W. MCDONALD, Executive Director • 8360 Red Oak Street, Suite 201 • Rancho Cucamonga, CA 91730-0608  
Office: 909-989-1500 Ext. 103. Direct Dial 909-736-1703 Fax: 909-989-7779 Email: [mark@cnhkiwanis.org](mailto:mark@cnhkiwanis.org)

## **Finance Committee Meeting Minutes** **December 10, 2019**

Chairman Lanie Wheeler called the meeting to order at 4:00 p.m.

Present on the Zoom meeting are: Chairman Lanie Wheeler, Governor Timothy Cuning, Governor-elect Gary Gray, Immediate Past Governor Rocci Barsotti, Treasurer Pete Horton, Secretary Mark McDonald, Pete Edwards, Steve Geraci, Greg Mason, Cloti Simpelo and Margo Dutton.

Guests on the meeting call, Paul Kelley, Alan Quon and Valarie Brown Klingelhofer.

Gary Gray made a motion to recommend approval of the 2020 Mid-Year South Education Conference Budget to the Board of Trustees. Second by Pete Horton. Motion Passed.

Margo Dutton made a motion to recommend approval of the 2020 Mid-Year North Education Conference Budget to the Board of Trustees. Second by Steve Geraci. Motion Passed.

Gary Gray made a motion to recommend approval of the revised 2019-2020 General Fund Budget to the Board of Trustees. Second by Pete Edwards. Motion Passed with one abstention.

Gary Gray made a motion to recommend approval of the 2020 Circle K District Convention Budget to the Board of Trustees. Second by Pete Edwards. Motion Passed.

Pete Edwards made a motion to recommend approval of the 2020 Key Club District Convention Budget to the Board of Trustees. Second by Margo Dutton. Motion Passed.

Margo Dutton Made a motion to recommend approval of the 2020 KIWIN'S District Convention Budget to the Board of Trustees. Second by Rocci Barsotti. Motion Passed.

Gary Gray made a motion to recommend approval to the Board of Trustees of payment of late voucher for 2018-2019 Lt. Governor Div. 32 Pennylee Christensen in the amount of \$594.12. Second by Rocci Barsotti. Motion Passed.

Rocci Barsotti made a motion to recommend approval to the Board of Trustees of payment of late voucher for 2018-2019 Lt. Governor Div. 38 Geri Irwin in the amount of \$291.87. Second by Pete Edwards. Motion Passed.

Gary Gray made a motion to recommend approval to the Board of Trustees of payment of late voucher for 2018-2019 Lt. Governor Div. 23 Roger Jacobson in the amount of \$538.72. Second by Margo Dutton. Motion Passed.

Margo Dutton made a motion to recommend approving the reimbursement request for convention fees for Mary Walls, Oceanside Pacific. Second by Timothy Cunning. Motion Failed.

Gary Gray made a motion to request Governor Timothy Cunning set up a task force to review KIWIN'S financial viability and make a recommendation to the Board of Trustees. Second by Pete Edwards. Motion Passed.

Pete Horton made a motion to recommend to the Board of Trustees to change the SLP organizations of Key Club and KIWIN'S District of Key Club to a Budget and Fiscal year of October 1 to September 30 each year to match CNH Kiwanis as they are under the same Tax I.D. for reporting financial activity to the IRS. Second by Margo Dutton. Motion Passed.

The meeting was adjourned at 5:15 p.m.

Mark W. McDonald  
Executive Director

**TERMS AND  
CONDITIONS FOR  
OVERNIGHT EVENTS**

6450 Elwood Road  
Sanger, CA 93657  
(559) 787-2551  
(800) 821-2801  
www.wondervalley.com

156443	Date	Time	First and Last Meals	Number of:	Estimated Number Of:	# of Rooms Reserved:
<b>Arrival:</b>	Friday, Oct 9, 2020	2:00 PM	Dinner	<b>Days:</b> 3	<b>Rooms:</b> 40 +12 Hall + Millcreek	40 +12 Hall + Millcreek
<b>Departure:</b>	Sunday, Oct 11, 2020	11:00 AM	Breakfast	<b>Nights:</b> 2		
				<b>Meals:</b> 5	<b>Guests:</b> null	
<b>Client Name:</b>	Cal-Nevada-Hawaii District of Kiwanis International 2020			<b>Contact Name:</b>	Bruce Hennings	
<b>Address:</b>	8360 Red Oak St Ste 201			<b>Phone:</b>	909-989-1500 xt 105 (Work)	
<b>City/State/Zip:</b>	Rancho Cucamonga, CA 91730			<b>Email:</b>	bruce@cnhkiwanis.org	
<b>Type of Function:</b>	Retreat					

**Booking and Deposit Fee:** Your booking date is considered tentative until your deposit and yellow copy of the signed agreement is received. The white copy is for your records. A deposit of \$6,000.00 is required in order to confirm your reservations.

**Refund:** Deposit will be refunded, less \$50.00 handling fee, if notice of cancellation is received 60 days prior to arrival. Once function has been guaranteed, the deposit becomes non-refundable. In the event Wonder Valley should cancel space prior to client's guarantee, a full refund will be due the client.

**Guarantee and Assured Space Policy:** Wonder Valley will assure space when the client can guarantee payment for the number of rooms blocked with a non-refundable deposit of \$25.00 per room, per night (to which the deposit fee may be applied). This guarantee may be made by the client or may be required by Wonder Valley at any time after the booking. Until the date of guarantee by the client, Wonder Valley reserves the right to resell any rooms not guaranteed and the client may cancel its obligations per the terms and conditions of this agreement.

**Minimum Guarantee:** Your package is based on a minimum guaranteed payment for 150 paid guests. Guarantee is based on full package overnight guests. Day Use only people, do not apply towards minimum guarantee. If not required sooner, a final guarantee must be given 15 days prior to arrival. Additional fees may apply for set-ups or rooming changes after this date.

**Payment:** Charges will be based on the minimum guaranteed, or actual number, whichever is greater. BALANCE OF THE BILL IS TO BE PAID PRIOR TO DEPARTURE. A 1-1/2% per month carrying charge will be added to all charges not paid within 15 days. Unless otherwise specified below, charges will be billed on one master bill and all correspondence and business is to be handled through one agency or representative. Acceptable payments to be made in cash, Visa, Mastercard, Amex or by above named client's check.

**Additional Terms and Conditions:** Terms and conditions below also apply.

**HORSEBACK RIDING:** Horseback riding is available on a first come, first served basis for an additional charge (certain restrictions apply). Space is limited, especially on weekends. For guaranteed space availability for your group, advanced arrangements are required.")

**ALCOHOL:** In order to comply with state liquor laws, any alcoholic beverages consumed on the Wonder Valley property must be purchased from Wonder Valley. Any alcohol not purchased on the premises that is discovered by management in a public area will be confiscated. (This does not apply to private guest rooms.)")

Your Package Includes:

Accommodations  
40 Standard Rooms, 12 Dorm Rooms, and Millcreek Center  
Guest Room Check in 4:00pm Please Initial \_\_\_\_\_

Guest Room Check Out 11:00am Please Initial \_\_\_\_\_

5 Chef's Choice Buffet Meals on Ranch  
Meeting Room and Set Up  
Add't Mtng Rm & Set Up @ \$150.00 Per Rm Per Day

Use of Recreational Facilities  
Non-Profit Discount (No Daily Maid Service)  
Luggage Handling Declined  
All Taxes & Service Charges  
\$ 1,000 due at time of booking  
\$ 5,000 due on or before 09/10/2020

**Taxes:** If package rates include state and local taxes, a change in these statutes will result in an adjustment to the contracted rates.

**Optional Activities and Services:** Facilities, activities and services not listed above are not included in your package.

**Amendment:** This contract may be amended by a written agreement, signed by both parties.

**WONDER VALLEY RANCH SHALL NOT BE HELD LIABLE FOR FAILURE DUE TO FIRE, WEATHER, OR OTHER EVENTS BEYOND MANAGEMENT'S CONTROL.**

**WONDER VALLEY WILL NOT ASSUME ANY RESPONSIBILITY FOR THE DAMAGE OR LOSS OF ANY PERSONAL PROPERTY.**

Wonder Valley reserves the right to increase prices due to unexpected changes in minimum wage insurance, energy, or workers comp costs. If the increase is greater than 7%, the client may choose to cancel within 14 days of notification with no penalty. Wonder Valley shall not impose any surcharges on the cost of your function less than 30 days prior to arrival

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Accepted by: Jenni Flaming

Date: 12/13/2019

Wonder Valley Ranch Resort

Copy Distribution: White/Client, Yellow/Office

Dec 13, 2019 2:38 PM



February 20, 2018

Mark W. McDonald  
 Cal-Nev-Hawaii District of Kiwanis International  
 8360 Red Oak Street, Suite 201  
 Rancho Cucamonga, CA 91731

Dear Mark

Thank you for the selection of Greater Ontario, California as the site for District Annual Convention. The following will confirm the substance of your requirements for the Ontario Convention Center (OCC) and participating hotels.

Please review the following and indicate your confirmation.

**DATES**  
**Thursday April 8, 2021 – April 11, 2021**

Date	Start Time	End Time	Function	Room
Thu, 04/08/2021	8:00 AM	11:59 AM	Office /Resource Room	Executive Board Room 101
Thu, 04/08/2021	8:00 AM	11:59 PM	Office/Resource Room	Meeting Room 100AB
Thu, 04/08/2021	8:00 AM	11:59 PM	Storage Room	Meeting Room 102
Thu, 04/08/2021	8:00 AM	11:59 PM	Breakout	Meeting Room 104B
Thu, 04/08/2021	8:00 AM	11:59 PM	Breakout	Meeting Room 107ABC
Thu, 04/08/2021	8:00 AM	11:59 PM	General Session	Exhibit Hall AB
Fri, 04/09/2021	8:00 AM	11:59 PM	Event Active	Entire Convention Center
Sat, 04/10/2021	8:00AM	11:59 PM	Event Active	Entire Convention Center
Sun, 04/11/2021	8:00 AM	2:00 PM	Breakout	Ballroom ABC
Sun, 04/11/2021	8:00 AM	2:00 PM	General Session	Exhibit Hall AB
Sun, 04/11/2021	8:00 AM	7:00 PM	Breakout	Meeting Room 100AB
Sun, 04/11/2021	8:00 AM	7:00 PM	Storage Room	Meeting Room 102
Sun, 04/11/2021	8:00 AM	7:00 PM	Office/Resource Room	Executive Board Room 101
Sun, 04/11/2021	8:00 AM	7:00 PM	Breakout	Meeting Room 104B

- In consideration of the Institute for Cal-Nev-Hawaii District of Kiwanis International in Ontario, California, The Greater Ontario Convention and Visitors Bureau (GOCVB) will:
  - Provide Housing service to assist with all the hotel room blocks contracted
  - Attend 2020 Annual Convention to help promote 2021 Annual Convention

- In consideration of the Institute for Cal-Nev-Hawaii District of Kiwanis International in Ontario, California, The Ontario Convention Center will offer:
  - Provide a discounted rental at the Ontario Convention Center at \$32,000.00 for the space/dates as outlined above.
  - Require an F&B Minimum of \$105,000.00 ++
  - Twenty-five (25) complimentary 4'x8' stage panels for general session
  - Two (2) complimentary WiFi connections at registration desk (max speed: 256K)
  - 25% Discount on electrical service ordered by Licensee
  - Twenty-Five (25) complimentary VIP parking passes (with in & out privileges)
  - Usher/EMT during active times, up to 30 labor hours per day
  - Five (5) water stations with two (2) refreshes each daily
  - Meal Function pricing not to exceed \$19.00 inclusive for Breakfast Options
  - Meal Function pricing not to exceed \$29.00 inclusive for Lunch Options
  - Meal Function pricing not to exceed \$35.00 inclusive for Dinner options
  - Event manager will work with licensee to draw up the floor plans 60 days' out
  
- Upon receipt of this signed Letter of Agreement (LOA), the GOCVB will request the OCC to send a license agreement to Cal-Nev-Hawaii District of Kiwanis International. The OCC establishes all rental rates. Expiration date contained therein. If the License Agreement is not returned by the due date, the space being held will revert to a second-option hold or at OCC's discretion, may be released.
  
- In consideration of the generous rental discount offered above, GOCVB will require that the license agreement between the Cal-Nev-Hawaii District of Kiwanis International and the OCC be completed/executed by **May 30, 2019**. In the event the License Agreement is not completed within the designated timeframe, the rental will increase by **\$1,000.00** every month that the execution is delayed until such time the License Agreement is executed.
  
- The terms stipulated in this LOA including the OCC rental discount provision will be deemed null and void should the Cal-Nev-Hawaii District of Kiwanis International not execute and return the OCC License Agreement by the date identified therein.

**HOTEL LODGING AGREEMENTS**

The following outlines the current guest room blocks available:

	Thursday	Friday	Saturday
Run of House	85	810	810

Cal-Nev-Hawaii District of Kiwanis International understands that it will separately enter into lodging agreements with local area hotels of its choice and agrees to diligently pursue the negotiation and signing of its hotel lodging agreement(s). It is understood that the peak guest room night requirements for the meeting will be approximately 800 and 1,705 total guest room nights in the Greater Ontario hotels.

Both GOCVB and the Cal-Nev-Hawaii District of Kiwanis International acknowledge that each may rely on this letter of agreement in planning for the District Annual Convention. At the same time, it is understood that this agreement details the meeting dates and space to be made available by the OCC. Until such time that the Cal-Nev-Hawaii District of Kiwanis International has entered into signed hotel contracts for at least 50% of the latest required peak rooms and/or a license agreement is executed

between the Cal-Nev-Hawaii District of Kiwanis International and the OCC this LOA is subject to a right of first refusal. Should another organization request similar availability at the OCC and is prepared to immediately execute a license agreement and hotel contract(s); then the Cal-Nev-Hawaii District of Kiwanis International will have thirty (30) days to fulfill these requirements. If the Cal-Nev-Hawaii District of Kiwanis International does not fulfill the hotel contract(s) and license requirements; the dates and space held will be released and offered to the other interested organization.

In order to confirm the offer in this LOA with Cal-Nev-Hawaii District of Kiwanis International, this letter must be signed by **February 26, 2018** and returned to GOCVB for countersignature. In the event this LOA is not received, the space will be subject to release and the incentive and/or discount amount subject to re-negotiation.

If the above conforms to your understanding and agreement, please indicate by signing below.

Greater Ontario Convention & Visitors Bureau

By: \_\_\_\_\_

Print: **Arlette Garibay**

Title: **Convention Sales Manager**

Date: \_\_\_\_\_

Agreed by: \_\_\_\_\_

Larry Kaufman  
Director, Sales

\_\_\_\_\_ Date

Cal-Nev-Hawaii District of Kiwanis International

By:  \_\_\_\_\_

Print: **Mark W. McDonald**

Title: **EXECUTIVE DIRECTOR**

Date: 3-26-18



**ONTARIO CONVENTION CENTER  
LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into on **October 8, 2019** between the **SMG - Ontario Convention Center** ("Licensor"), and **Kiwanis International/California/Nevada/Hawaii District** ("Licensee"), for Licensee's use of the SMG - Ontario Convention Center facility (the "Center").

**CA-NV-HI District of Kiwanis International - Grand Assembly**

1. **Purpose.** Licensor, subject to the terms and conditions contained herein and on the reverse hereof, grants to Licensee the non-assignable right to use and occupy the portions of the Center (Premises), for the Dates set forth solely for the purpose of **CA-NV-HI District of Kiwanis International - Grand Assembly**.
  2. **Term.** The term of this License Agreement shall be for **Thursday, April 08, 2021 to Sunday, April 11, 2021**, which includes move-in and move-out. This Agreement is valid through **Friday, October 11, 2019** at which time the space will be released (see Exhibit A). If necessary, it may be extended by mutual agreement.
  3. **Rent, Tenant Services and Food and Beverage.**
    - A. Licensee agrees to pay Licensor, as Rent for the use of the Premises, the following sum: **\$32,000.00**
    - B. Licensee agrees to pay Licensor, as cost of the \*Tenant Services, the following sum: **\$TBD**.
    - C. **Mode of Payment.** Licensee agrees to pay Licensor at Licensor's office in the Center, by check payable to the SMG - Ontario Convention Center, or by credit card as follows:
      1. Initial rental deposit of **\$2,000.00** is payable upon execution of License Agreement.
      2. All event services fees are due and payable 30 days prior to the event dates. *Any expenses incurred during the event are due and payable upon the conclusion of the event. A credit card is required to be on file to address any expenses that are not paid upon the conclusion of the event.*
      3. Licensee agrees to pay a Food and Beverage minimum of **\$105,000.00** plus Administrative Fee and taxes. In the event this minimum is not met, the client agrees to pay the difference as meeting room rental. The Food and Beverage minimum is due in full **seven (7) days** prior to the move-in day. In the event the food and beverage expense exceeds the contracted minimum, the balance is due no later than 72 hours prior to the move in day. **The Event Order Confirmation (EOC) will serve as the addendum to this License Agreement.**
- Balance of Amount per Paragraph 3A:**
- \$10,000.00** payable on or before **Monday, February 3, 2020**  
**\$20,000.00** payable on or before **Thursday, April 8, 2021**
- D. **Total amount due upon execution of the License Agreement is \$2,000.00 on or before Friday, October 11, 2019.**  
 Payment made less than thirty (30) days prior to the event must be made in the form of a Cashier's Check, Money Order, or Cash.
  - E. Checks for the Rent of the Premises or for other amounts due and owing shall be made payable to the "SMG." A charge of \$50.00 will be assessed on all non-sufficient checks.
  - F. Licensee certifies that **Mark McDonald or Bruce Hennings** is, and shall be, for the purpose specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.
  - G. The parking cost at the Ontario Convention Center will be **\$10.00 per car per day without in and out privileges. Parking charge is subject to change without notice.**
4. **Cancellation by Licensee.** If Licensee cancels its event, its use of some portion of the Licensed Areas, some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in paragraph 18, Licensee agrees to pay to Licensor the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:
    - A. If Licensee cancels more than one year before the first scheduled day of the event, twenty-five percent (25%) of the License Fee for the canceled Licensed Area or License Period shall be payable to Licensor as liquidated damages within 10 days of invoice.
    - B. If Licensee cancels more than six months before the first scheduled day of the event, but Less than one year before the first scheduled day of the event, one half (50%) of the License Fee for the canceled Licensed Area or License Period shall be payable to Licensor as liquidated damages within 10 days of invoice.
    - C. If Licensee cancels less than six months before the first scheduled day of the event, the entire License Fee for the canceled Licensed Area or License Period shall be payable to Licensor as liquidated damages within 10 days of invoice.
  5. **Notice of Event Requirements. Floor Plans.** No later than 60 days before the first day of the event, Licensee shall provide Licensor, for Licensor's approval, six (6) copies of a full and complete floor plan (no less than 1/16 scale) for the event, and, if requested, furnish a description of all electrical, communications systems, and plumbing work. Such floor plans shall indicate all spaces to be used for exhibits, registration,



demonstration areas and stages and include certified approval from the Ontario Fire Marshal. The Licensor hereby reserves the right, by written notice to the Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and the operation policies described therein as the Licensor and Fire Marshal may deem reasonable, necessary or desirable to the safe and efficient operation of the Center. **Failure to comply with this provision may be cause for cancellation of your event and loss of fees.**

Licensee shall provide Licensor with all other information required by Licensor concerning the event such as room or hall set-ups, staging, and food and beverage requirements no later than 45 days before the first contracted move-in day. In no event will Licensor be responsible for any injury, harm, or damage arising from the late delivery of any such information. **If Licensee fails to provide this information as required, it shall pay to Licensor the cost of Licensor's additional labor and any other fees arising from such delay. Licensor shall be the sole judge of what additional labor or fees are required as a result of the delay. Any changes concerning the event requested by the Licensor within ten (10) days of the first day of the event may be subject to a premium charge.**

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Licensor's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 9.

***In the event the submitted floor plan by the Licensee for the Exhibit Hall blocks either of the concession areas, thereby preventing the ability for the Licensor to have concessions available in the Exhibit Hall, a food buyout of \$2.00 per person from the estimated attendance will be assessed. Pricing per person is subject to change without prior notice.***

6. **Services Provided by Licensor for Minimum Fee.** Licensor shall furnish, without cost to Licensee on event days (fees may apply for heat, air conditioning or overhead lighting during move-in/out), normal heat or air conditioning, overhead lighting, restroom facilities, janitorial services consisting of cleaning of common public areas, and one set-up per contracted event for meeting, general session, or banquet areas provided that Licensee complies with the requirements of Paragraph 6. The Licensee or his exhibitors, or performers shall pay the cost of telecommunications/data/fiber/Internet, special lighting, electricity, gas, water or other utilities required for exhibits or performances depending on which party orders the services. It is specifically understood that in the event the Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of the Licensor, then such failure shall not be considered a breach of the License Agreement.
7. **Other Services.** Licensee shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by Paragraph 7. The Licensor shall provide all personnel services in support of the Licensee's activities, including but not limited to, emergency medical technicians, door attendants, ticket sellers and takers, coat check, dock attendants, security and ushers. Final determination of the number of personnel and the hours worked by the various categories shall be at the discretion of the Licensor after consultation with the Licensee. Licensee shall pay for all event personnel at rates established and on file in the Licensor's administrative office. The Licensee shall be responsible for making all arrangements with the Licensor for all program requirements and staffing. Such arrangements shall be coordinated and approved by the Licensor at least sixty (60) days before the beginning of the term of the License Agreement. In the event the Licensee fails to do so, then the decision of the Licensor shall control and the Licensee shall be financially responsible for all charges for such services and equipment so furnished.

Licensor also provides certain other Services at the Center on an exclusive basis. These include telecommunications / data / fiber; electrical services; air/water/drain services; business service centers; food and beverage /novelties/concession sales/exhibitor booth catering; and advertising/information display in public areas. Licensor reserves the right to establish additional exclusive services as it may deem appropriate. Licensor shall advise Licensee of any such additional services. Licensee shall not contract or permit others to contract services or goods that Licensor provides on an exclusive basis. Only Licensor-provided order forms, rate schedules and operating procedures may be utilized for Licensor-provided services. Licensee shall have separate written contracts for exclusive services provided by Contract Providers and shall pay for such services in accordance with the terms and conditions therein. If Licensor does not provide a type of service on an exclusive basis, Licensee may use other suppliers approved by Licensor. No Services may be used at or supplied to the Center, which are not furnished by a Licensor-approved supplier.

Licensor will provide Licensee with a written estimate of all charges for Services provided by Licensor and may revise such estimate from time to time. Licensor may require Licensee to deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.

Licensor reserves the right at any time to increase security staffing levels for the event, the cost of which will be borne by Licensee. Licensor may request Licensee to increase or change its security arrangements and Licensee shall promptly comply with such request.

***Projection Presentation Technology Inc. is the exclusive in-house contractor for all Audio-Visual, Rigging and Computer Equipment for the Ontario Convention Center. Should Licensee require any audio-visual support within 72 hours prior to first event date, all equipment rental and labor are subject to premium fees.***

8. **Insurance.**
- A. Licensee shall provide proof of coverage in the amount of One Million Dollars (\$1,000,000) of Combined Single Limit Commercial General Liability, type AVIII rated coverage to include: Comprehensive Form, Premises/Operations, Contractual, Broad Form Property Damage and Products/Completed Operations, and Liquor Liability Insurance covering consumption of alcoholic beverages by Licensee's employees, agents, invitees, guests or visitors, if alcoholic beverages are served upon the Premises or off the Premises, at least forty-five (45) days prior to Event. The term of such coverage shall coincide with the dates of occupancy, including move-in and move-out. **Such insurance shall specifically include (1) SMG, Inc., (2) SMG - Ontario Convention Center, (3) City of Ontario, as additional insured's. In addition to the Certificate of Liability Insurance, a copy of the Additional Insured Endorsement Rider is required to confirm the additional insured's, and must have the general liability policy number indicated on it.**

It is understood and agreed that such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located in the Center because of Licensee's activities therein. If Licensee has not provided Licensor with such insurance certificate at least forty-five (45) days prior to the Event, Licensor shall have right to obtain such insurance at Licensee's expense without prior notification to Licensee of such action. It is agreed and understood that ultimate responsibility for obtaining insurance is Licensee's, and if the Licensor is not able to obtain such insurance or willing to obtain the insurance in the absence of a Licensee-obtained policy, the Event may be canceled at Licensor's sole discretion, and Licensee shall be liable for all scheduled expenses as stated herein and Licensor shall not be responsible for any expenses or losses sustained by Licensee resulting there from. Said policy shall also contain specific provision that the policy may not be canceled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to Licensor and Licensee.

- B. If the State of California requires Licensee to have Workman's Compensation Coverage, Licensee will be required to show Proof of Coverage at least forty-five (45) days prior to the Event.
9. **Indemnification.** Licensee shall indemnify, hold harmless and defend Licensor, its directors, officers, agents and employees for and from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the Licensee's use of the Center or from the conduct of Licensee's business or from any activity, work or things which may be permitted or suffered by Licensee in or about the Center or from any breach or default in the performance of any obligation on Licensee's part to be performed under any provision of this License Agreement or arising from any negligence of Licensee or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Licensee, its exhibitors, or other persons in connection with Licensee's use of the Center. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of the Licensor. Licensee hereby assumes all risk of damage to its property placed in the Center or injury to its officers, directors, employees, agents, contractors, invitees or any attendees at the Event or in or about the Center from any cause, hereby waives all claims in respect thereof against Licensor, except to the extent such damage results directly from the negligence of Licensor.
10. **Rules and Regulations.** All Rules and Regulations promulgated from time to time by the Licensor are hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with said Rules and Regulations. Any breach of said Rules and Regulations by Licensee, its agents, employees, licensees or invitees shall be a breach of this License Agreement. Licensee hereby acknowledges receipt of a copy of the Rules and Regulations by signing the License Agreement.
11. **Concessions and Catering.** Licensor's caterer is the agent of Licensor and provides catering and other services on behalf of Licensor, as principal. The Licensor reserves for itself or its agents, contractors of concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and nonalcoholic) (B) Parking; and, (C) Sales of all souvenirs, novelties, programs and other merchandise. **No outside food and beverage is allowed.**

Licensee shall not give away or sell items under the terms of this License Agreement without the written permission of the Licensor. Licensee is responsible for entering into a separate agreement with the Licensor's exclusive food service contractor covering services to be provided.

Licensee shall pay such rates or fees as the Licensor shall determine for waiver of the Licensor's exclusive rights as set forth herein.

***In the event the Licensee has declined food and beverage service at the time of contract signing and a request for service is made on the day of the event, a minimum service fee of \$100.00 will be charged by the Licensor. A labor fee of \$50.00 is applicable to all events under 25 people.***

12. **Television and Broadcasting Rights.** Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without the prior written approval of the Licensor. Licensee is responsible for obtaining approval and registering for music licensing.
13. **Defacement of Property; Signs and Posters.** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of the Licensor. No helium balloons are allowed on the premises.

Notwithstanding anything to the contrary set forth herein, Licensee shall be solely responsible and liable for any and all losses arising out of any and all rigging from or to the physical structure of the Center or any fixture thereto, set-up, alterations, and/or improvements at or to the Center necessitated by and/or performed with respect to the event.

Licensee shall pay all costs to return the Center to Licensor in the same condition as received including but not limited to cleaning, trash dumping, as well as any costs to repair or replace property at the Center damaged or lost during the term of this agreement, normal wear and tear excepted, or unless the Center or property at the Center are damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of Licensor, its employees or subcontractors. This paragraph applies to any damages caused by EACs (see Paragraph 14).

In addition, all consumer shows shall strictly adhere to City of Ontario Municipal Code Section 5, Subsection 1.11, Posting in Public Places. The ordinance reads: "No person shall post, stick, stamp, paint, or otherwise fix, or cause the same to be done by any person, any notice, placard, bill, card, poster, advertisement, or other paper of device calculated to attract the attention of the public to or upon any sidewalk, crosswalk, curb, curbstone, flagstone, or any other portion of part of any public way or public place, or any lamp post or electric light, telegraph, telephone, or trolley line pole, or any railway structure, hydrant, shade tree, or tree box, or upon the piers, columns, trusses, girders, railings, gates, or other parts of any public bridge, viaduct, or other public structure or building, or upon any pole, box, or fixture of the fire alarm or police telegraph system, except such paper or device which may be authorized or required by the laws of the United States, State, or City". The sum

of \$2,500.00 shall be deposited in the form of cashier's check or money order with Licensor at time of contract signing, which shall be refunded to Licensee at time of final settlement, if said Municipal Code is conformed to. If said Municipal Code is not conformed to, then said deposit will be forfeited by Licensee as will any re-licensing expectations; further, Licensor understands that City of Ontario Code Enforcement shall be notified of any violation and Licensor shall be responsible for any and all penalties assessed by said agency.

14. **Exhibitor Appointed Contractors (EACs).** Licensee assumes full responsibility for all acts or omissions of all EACs providing services to Licensee's Exhibitors. Licensee will assure that such EACs will fully comply with all terms and conditions of Licensor's Rules and Regulations (see Paragraph 10) and will be financially responsible for any non-compliance by EACs. Licensee is responsible for designating a check-in area for all EAC companies in the exhibit floor area.
15. **Default by Licensee.** Licensee shall be in default of this License Agreement; (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any Rules and Regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt.

For any other breach Licensor may pursue any other remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Center. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to re-license the Premises.

The parties agree that in the event of cancellation of this License Agreement by the Licensee, damages to Licensor would be difficult to ascertain and that amounts payable for the Rent at the times set forth in Paragraph 4 is a reasonable measure of such damages. In the event Licensee holds over beyond the end of the License Agreement Term the parties agree that damages would be difficult to ascertain and that Licensor shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the total Rent.

16. **Vacation of Premises.** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of the Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and the Licensor is hereby expressly released from any and all claims for damages. For such additional period between the Term set forth herein, if any effects of Licensee or their exhibitors remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in Paragraph 16.
17. **Abandonment of Goods, Product, or Exhibit Material.**  
The Licensor is not responsible for damage and/or loss of any item(s) left behind by the Licensee, its representatives, or exhibitors upon move out of the facility. If the Licensor recovers the item(s) and the Licensee advises the Licensor that the item(s) need to be forwarded to them, a shipping charge may be applicable. In the event the Licensee does not advise the Licensor of the item(s) left behind, the Licensor reserves the right to dispose of the item(s) as deemed necessary.
18. **Force Majeure.** *Either party may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical: Fire, flood, riot, earthquake, Act of God, civil commotion, insurrection, labor disputes, strikes, war, acts of terrorism, shortage of or inability to obtain materials, supplies or utilities, any law, ordinance, rule or regulation. In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorated reduction in the consideration which would otherwise be payable or otherwise due under this agreement.*
19. **Laws and Regulations.** Licensee will comply with all laws of the United States and the State of California; all municipal ordinances; and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Term of this License Agreement in violation of any laws, ordinances, rules or orders.
20. **Non-Exclusive Right.** Licensor retains the right to use and/or license use of such portions of the Center as are not licensed by this License Agreement. Licensor warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.

The SMG - Ontario Convention Center (OCC) does not provide rights of first refusal for OCC space. A party seeking to reserve Convention Center space for a recurring event may request that a temporary hold be placed on dates that are a maximum of eighteen (18) months in the future. When a temporary hold has been placed, the event will be placed on the Convention Center master calendar, and OCC will endeavor to schedule other events in such a way that they do not conflict with the temporary hold. In the event a party seeking to reserve Convention Center space requires use of dates which are already subject to a temporary hold, the party who has placed the hold shall be notified. Such notification shall not entitle the party who has placed the hold to automatically book the space for those dates, whether a deposit has already been paid or is immediately tendered. Rather, OCC reserves the sole and exclusive right to determine which of the two (or more) parties/events shall be awarded use of the Convention Center for the date(s) in question. Although OCC shall take into consideration the needs or preferences of any party seeking to book Convention Center space, OCC's ultimate decision to award use of the facility to one or another party shall be based on the Statement of Purpose contained in its booking policy, which provides: "The OCC facilities are designed to promote and facilitate events and activities that generate substantial economic benefit and hotel room nights to the City of Ontario, CA, while providing services and facilities that enhance the quality of life for the greater Ontario, CA community."

21. **Nondiscrimination.** With respect to its activities conducted in the Center during the License Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained guide dog by a blind, deaf or physically disabled person.

22. **Advertising.** Licensee agrees not to allow any advertising media, in advertising the Event for which Licensee is granted this License, to imply that the Licensor is sponsoring such Event or is in fact cosponsored by the Licensor unless agreed to in writing by the Licensor. Licensee agrees that all advertising of the Event will be honest and true, and will include accurate information. If the SMG - Ontario Convention Center's logo, photo and or name are used, approval must be obtained before final printing.
23. **Interruption or Termination of the Event.** Licensor retains the right to cause the interruption of the Event in the interest of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of Licensor, such act is necessary in the interest of public order or safety. Licensee hereby waives any claim for damages or compensation should this License Agreement be so terminated.
24. **Assignment or Transfer.** Licensee shall not assign, transfer or encumber this License Agreement, nor the License given hereby, nor shall Licensee permit any other person to occupy the Premises, other than exhibitors or other parties without the expressed written approval of the Licensor.
25. **Costs and Attorney's Fees.** If, by reason of any default or breach on the part of either party on the performance of any of the provisions of this License Agreement, a legal action or arbitration is instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs in connection therewith. It is agreed that the exclusive venue of any legal action brought under the terms of this License Agreement shall be in San Bernardino County, California, and that the laws of the State of California shall govern the rights and obligation of the parties under this License Agreement. Arbitration shall apply only if agreeable to all parties.
26. **Notice.** For the purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures on this License Agreement.
27. **Entire License Agreement.** This License Agreement, **including all Addenda and Additional Conditions**, contains and embodies the entire agreement of the parties hereto and representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force or effect. This License Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
28. **Severability.** If any section, subsection, clause or provision of this License Agreement is held invalid, the remainder shall not be affected by such invalidity.
29. **Patent.** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the Licensee agrees to indemnify and hold harmless the Licensor from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee, or its performers or exhibitors in connection with the License Agreement and will defend the Licensor from any such suit or action, whether it be groundless or fraudulent.
30. **Food Sampling.** Free samples are limited to two (2) ounces of non-alcoholic beverage and one (1) ounce of food to comply with code. Exact descriptions of sample and portion size must be submitted to OCC for written approval at least 14 days prior to your event. A Department of Health Permit may be required.

**SEE ALL PAGES FOR ADDITIONAL TERMS & CONDITIONS, WHICH ARE A PART OF THIS LICENSE AGREEMENT, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE.**

**APPROVAL OF CONTRACT:**

**This License Agreement is not binding upon Licensor until signed on behalf of Licensor. It will be effective on the date that it is executed by Licensor.**

Mark McDonald Kiwanis International/California/Nevada/Hawaii District 8360 Red Oak Street Suite 201, Rancho Cucamonga, California 91730 Phone: 510-562-7055/Email: mark@cnhkiwanis.org	SMG - ONTARIO CONVENTION CENTER 2000 East Convention Center Way, Ontario, CA 91764 Phone: 909-937-3000, Fax: 909-937-3855
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>BY:</b>	<b>BY: Shannon Perry</b>
<b>TITLE: Executive Director</b>	<b>TITLE General Manager</b>
<b>FED. TAX I.D. or SSN#</b>	<b>DATE</b>
<b>DATE</b>	

*Arlette Garibay*

**EXHIBIT A****Kiwanis International/California/Nevada/Hawaii District**

\* \* \* \* \*

**Bruce Hennings**  
**8360 Red Oak Street**  
**Rancho Cucamonga, California 91730**  
**Phone: 510-562-7055**  
**Email: bruce@cnhkiwanis.org**  
 \* \* \* \* \*

**DATE(S)****Thursday, April 08, 2021 to Sunday, April 11, 2021**

Date	Start Time	End Time	Usage	Space	Requested Setup
Thu, 04/08/21	12:00AM	11:59PM	Breakout	Meeting Room 104B	Theater
Thu, 04/08/21	08:00AM	11:59PM	General Session	Hall AB	Theater
Thu, 04/08/21	08:00AM	11:59PM	Office	Executive Board Room 101	Conference
Thu, 04/08/21	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater
Thu, 04/08/21	08:00AM	11:59PM	Storage	Meeting Room 102	No Set
Thu, 04/08/21	08:00AM	11:59PM	Breakout	Meeting Room 107ABC	Theater
Fri, 04/09/21	12:00AM	11:59PM	Breakout	Meeting Room 104B	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Ballroom ABC	Theater
Fri, 04/09/21	08:00AM	11:59PM	Office	Executive Board Room 101	Conference
Fri, 04/09/21	08:00AM	11:59PM	General Session	Hall AB	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater
Fri, 04/09/21	08:00AM	11:59PM	Storage	Meeting Room 102	No Set
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 103	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 104A	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 105	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 106	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 107ABC	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 200ABC	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 201AB	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 202AB	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 203ABC	Theater
Fri, 04/09/21	08:00AM	11:59PM	Breakout	Meeting Room 204	Theater
Fri, 04/09/21	08:00AM	11:59PM	Office	Executive Board Room 205	Conference
Sat, 04/10/21	12:00AM	11:59PM	Breakout	Meeting Room 104B	Theater
Sat, 04/10/21	08:00AM	11:59PM	General Session	Hall AB	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Ballroom ABC	Theater
Sat, 04/10/21	08:00AM	11:59PM	Office	Executive Board Room 101	Conference
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater
Sat, 04/10/21	08:00AM	11:59PM	Storage	Meeting Room 102	No Set
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 103	Theater

Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 104A	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 105	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 106	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 107ABC	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 200ABC	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 201AB	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 202AB	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 203ABC	Theater
Sat, 04/10/21	08:00AM	11:59PM	Breakout	Meeting Room 204	Theater
Sat, 04/10/21	08:00AM	11:59PM	Office	Executive Board Room 205	Conference
Sun, 04/11/21	08:00AM	11:59PM	General Session	Hall AB	Theater
Sun, 04/11/21	08:00AM	11:59PM	Breakout	Ballroom ABC	Theater
Sun, 04/11/21	08:00AM	11:59PM	Office	Executive Board Room 101	Conference
Sun, 04/11/21	08:00AM	11:59PM	Breakout	Meeting Room 100AB	Theater
Sun, 04/11/21	08:00AM	11:59PM	Storage	Meeting Room 102	No Set
Sun, 04/11/21	12:00AM	11:59PM	Breakout	Meeting Room 104B	Theater

*\*The facility reserves the right to make reasonable substitutions in meeting and/or banquet rooms based on availability. Adjustment shall be communicated with client prior to event and reflect on Event Order confirmation*

**TOTAL RENTAL: \$32,000.00**

**Special Consideration**

**Licensor agrees to offer:**

- Twenty-five (25) complimentary 4'x8' stage panels for the General Session
- Two (2) complimentary WiFi connections at Registration Desk (max speed: 256K)
- 25% discount on electrical service ordered by Licensee
- Twenty-five (25) complimentary VIP parking passes (with in & out privileges)
- Usher/EMT during active times, up to thirty (30) labor hours per day
- Five (5) water stations with two (2) refreshes daily
- Meal Function pricing not to exceed \$19.00 inclusive for Breakfast Options
- Meal Function pricing not to exceed \$29.00 inclusive for Lunch Options
- Meal Function pricing not to exceed \$35.00 inclusive for Dinner options
- Event manager will work with Licensee to draw up the floor plans sixty (60) days' out

Licensor agrees to allow Licensee to provide own audio-visual equipment (LCD projectors) for this event without additional charges per space. A load-in and load-out liaison may be required. Electrical fees will apply. Please refer to Rules & Regulation for further requirements.

Licensor agrees to allow Licensee to make rental deposit payments by company check.

Licensor will issue Licensee a credit of \$1,500 towards the final bill.

The Greater Ontario Convention & Visitors Bureau (GOCVB) will provide complimentary housing for all the hotel reservations. At conclusion of event, GOCVB Housing will collect all the rebates from eligible hotels. The rebate is payable directly to the Ontario Convention Center within thirty (30) days of invoice. In the event not all charges have been paid, the rebate will be applied to all outstanding charges at the Ontario Convention Center, to include but not limited to, Meeting Room Rental, Event Services and food and beverage. Any remaining funds after all charges are paid in full will be forwarded to Licensee once all the participating hotels have fully paid the Ontario Convention Center all rebates due.

*Please fax or email back to 909-937-9718 Direct line is 909-390-7778.*

**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

Azure Hotel & Suites A Trademark Collect Hotel by Wyndham Ontario CA, 91761 (909)390-7778 hereafter known as the "Hotel" and **Kiwanis International/CA/NV/HI District** here after known as the "Group" has respectively have agreed to accommodations to be held at the Hotel. The Hotel will provide rooms and have agreed services for the Group I n the manner and to the terms described within. By signing and returning the enclosed copy of this contract by **02/25/20** these arrangements will be agreed to on a definite basis.

**ORGANIZATION: Kiwanis International/CA/NV/HI District**

**CONTACT: Name: Mark McDonald**

**Street address: 8360 Red Oak Street Suite 201**

**City, state, code: Rancho Cucamonga CA 91730**

**Country: USA**

**Phone number: 510-562-7055**

**Email address: mark@cnhkiwanis.org**

**Event date: 4/08/21 – 4/11/21**

Dear Mark,

Enclosed is the Contract which has been prepared for Kiwanis International on April 8-11, 2021. Your signature and return of the enclosed copy are needed to confirm these arrangements as definite.

Please return the following attached documents to confirm the date as definite;

- The signed agreement
- Completed CC authorization form **for attrition purposes**
- Photo copy of front/back of the credit card, with photo ID of card holder

Thank you for choosing the Azure Hotel & Suites! If you have any questions, please feel free to contact me directly at 909-390-7778 x1205.

**Hotel and Guestroom Highlights:**

- Complimentary full hot American breakfast from 6:00am to 9:00am
- Complimentary wireless access throughout the hotel
- Complimentary self-parking
- Complimentary shuttle service to and from the Ontario International Airport
- Courtyard Grille serving lunch and dinner with a full bar available for indoor and outdoor dining
- Fitness center featuring state of the art equipment
- Relaxing cobblestone courtyard with heated pool & spa
- In-house laundry facility
- Located right next door to the Ontario Convention Center
- Deluxe Studio Suites include: microwave, refrigerator, full size hair dryer, and coffee maker. Most suites also include a living room with wall divider and couch that makes into a full-size bed. Jetted bathtub suites are also available at an additional fee.

## GUEST ROOM BLOCK:

	<b>Thursday 04/08/21</b>	<b>Friday 04/09/21</b>	<b>Saturday 04/10/21</b>	<b>Sunday 04/11/21</b>	<b>Total Room Nights</b>
King Suite w/ Sofa Bed	0	20	20	<b>Checkout</b>	<b>121 R/N</b>
Two Queen Suites	1	40	40		
<b>Total</b>	<b>1</b>	<b>60</b>	<b>60</b>		

### ROOM RATE:

King Suite w/ Sofa Bed \$139.00+  
Two Queen Suite \$149.00+

**\*1 Complimentary room night per 50 paid rooms. Complimentary room nights MUST be used during the event. Unused complimentary room nights will not be paid out\***

**\*\*\$10 rebate payable back to Greater Ontario Convention & Visitors Bureau\***

Hotel's room rates are subject to applicable state and local taxes in effect at the time of check-out.

## COMMISSION

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

## ROOMS ATTRITION

You will be responsible for guaranteeing payment on 80% of the original block. This will allow for a total reduction in the room block up to 20% without penalty at the cutoff date of **March 25, 2021**. Group agrees that it will pay hotel for each room night not utilized below 100 **Total room night**, plus applicable taxes, as a reasonable estimate of the harm the attrition will the hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

## METHOD OF RESERVATIONS: (please initial one)

Individuals making their own reservations must identify themselves with your group through OCVB Passkey by **03/25/21** to receive the special rate that has been provided for your group. After that date the group rate will no longer apply and reservations will be made upon a space available basis only.

## BILLING INSTRUCTIONS: (please initial one)

It is understood that each guest is responsible for all their own charges. Please let me know if you would like any guest charges to the Master Account.

## CUT-OFF DATE

Reservations by attendees must be received on or before, **03/25/21** At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the name of Group.

## NO ROOM TRANSFER BY GUEST

Group agrees that neither Group nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated Group reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

## PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Group wishes to pay any portion of its obligation by credit card or company check Group 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 Group.



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.

**CANCELLATION CLAUSE:**

Should your organization cancel definite arrangements with the Azure Hotel & Suites, cancellation will only be accepted in writing on your company or organization letterhead, and the following schedule will apply:

**If Canceled Within the Following Time Frame**

More than 1 Year	20%
12 Months to 6 Months	35%
6 Months to 3 Months	50%
90 Days to 30 Days	75%
Within 30 Days	100%

\*Percentage is applied to total contracted Guest Room, Food & Beverage and Meeting Revenue.

If your organization books and consumes a comparable function within 12 months of cancellation, a portion of the cancellation fee will be applied towards that function. However, should events occur beyond either party's control, such as strikes, acts of God, civil disturbances, which materially affect the party's ability to perform this Agreement, it shall be terminated without prejudice.

**DEFINITE CONFIRMATION:**

This signed Agreement serves as a definite confirmation and is legally binding in that the Azure Hotel & Suites will be utilized for this function on said specified dates. If acknowledgment is not received by **February 29, 2020**, the Azure Hotel & Suites reserves the right to release these reservations or renegotiate the agreement. **Guestrooms and meeting space are not held at this time. Guestrooms and meeting space are only held after a contract is countersigned.**

Your organization agrees to hold harmless the Azure Hotel & Suites from any and all damages or destruction, including theft or mysterious disappearance to any and all equipment owned or leased to your organization.

The hotel's agreement to provide you with the accommodations, meeting space and/or other facilities described herein at the rates and prices specified is based upon your representation to us of the requirements for your meeting or other function. Accordingly, the Hotel reserves the right to terminate this Agreement, or to renegotiate the terms thereof, if there are any changes in such requirements.

Group agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

**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, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or 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.

**DISPUTE RESOLUTION**

In the event of dispute resolution, you agree to arbitration resolve dispute.

**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. Group 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.

**SHIPPING/PACKAGES**

Boxes can only be received and stored up to 5 days prior to the Event. Direct shipment of materials to the Hotel must be addressed as follows:

**Azure Hotel & Suites  
1945 East Holt Blvd  
Ontario, CA 91761**

Label should include: Event name and date

**Group Name  
1 of # (of boxes)  
c/o Event Manager (Name)**

The Hotel will not be held responsible for any items left at the conclusion of your event. **Initials**\_\_\_\_\_

**PARKING:**

Parking is complimentary and is based on availability and not guaranteed.

**ACCEPTANCE**

When presented by the Hotel to Group, this document is an invitation by the Hotel to Group to make an offer. Upon signature by Group, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis until **Tuesday, February 25, 2020**. If Group 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.

Mark, the Azure Hotel & Suites is looking forward to ensuring your group is successful and has the most enjoyable time and stay.

Upon signature by both parties, Group 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 CA/NV/HI District.

Name:(Print) \_\_\_\_\_ . Signature:\_\_\_\_\_.

Title: (Print)\_\_\_\_\_ . Date:\_\_\_\_\_.

Approved and authorized by Hotel:

Signature:\_\_\_\_\_ . Date:\_\_\_\_\_.

Daniela Caraveo  
Sales Coordinator



1945 East Holt Boulevard  
Ontario, California 91761  
O 909.390.7778 ext. 1202  
F 909.937.9718  
E [azure.sales@azurehotelontario.com](mailto:azure.sales@azurehotelontario.com)  
W <http://www.AzureHotelOntario.com>



**BEST WESTERN PLUS ONTARIO AIRPORT & CONVENTION CENTER GROUP CONTRACT**

209 N. Vineyard Ave. Ontario, CA 91764

Tel: 909-635-1753 Fax: 909-635-1750 Email: kanani@bwontarioairport.com

<b>ORGANIZATION</b>	Cal-Nev-Ha District of Kiwanis International	<b>ARRIVAL</b>	
<b>CONTACT</b>	Mark W. McDonald	<b>DATE:</b>	April 8, 2021
<b>MEETING NAME</b>	California-Nevada-Hawaii District of Kiwanis International	<b>TIME:</b>	3:00PM
<b>CONFIRMATION #</b>	Kiwanis International	<b>DEPARTURE</b>	
<b>ADDRESS</b>	8360 Red Oak Street, Suite 201	<b>DATE:</b>	April 11, 2021
	Rancho Cucamonga, CA 91730	<b>TIME:</b>	11:00AM
<b>PHONE #</b>		<b>EMAIL:</b>	
<b>FAX #</b>			

ROOMS		RATE	ROOM CHARGES BREAKDOWN				
Single (King)	10	\$149+taxes	For each paid room night under the GOCVB Passkey a \$10.00 promo fee will be paid to GOCVB				
Single or Double							
Double (Two Queen)	35	\$149+taxes					
Triple or Quad							
			<b>Room Type</b>	<b>4/8/21</b>	<b>4/9/21</b>	<b>4/10/21</b>	<b>4/11/21</b>
			Single King		10	10	CO
			Two Queen	1	35	35	CO

MEAL REQUIREMENTS	
Complimentary Hot Breakfast	Complimentary Wi-Fi & Hi-Speed Internet
Complimentary 24-Hour Airport Shuttle	Complimentary Convention Center Shuttling
Complimentary Parking	

**TERMS**

To guarantee the group rates quoted rooms must be met, the availability of the sleeping rooms and other terms of the contract, the following deadlines must be met or the rooms may be cancelled. All reservations must be guaranteed by a credit card authorization:

**Sign contract and return:** February 25, 2020

**Credit Card Authorization Submitted:**

**Cut off Date:** March 25, 2021

In the event the Group does not use the entire room block reserved by this contract as defined by the Total Sleeping rooms, Group agrees that Hotel will suffer damages which would be difficult to determine. Damages for lack of performance will be based on a minimum commitment of 80% of the Group's Total Sleeping room commitment. All reservations will be made through GOCVB Passkey

I have read the above contract and the Hotel's Group Policies and Procedures and agree to the terms and conditions as stated.

Customer Signature

Hotel Signature

Date: February 25, 2020



**Comfort Suites  
GROUP BOOKINGS  
California-Nevada-Hawaii District of Kiwanis International**

**GROUP CONTACT**

Mark W. McDonald  
8360 Red Oak Street  
Suite 201  
Rancho Cucamonga, CA 91730

Telephone: 909-937-3019

Fax:

Email: bruce@cnhkiwanis.org

**GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide, and California-Nevada-Hawaii District of Kiwanis International agrees that it will be responsible for utilizing, 41 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Rate	04/08/21	04/09/21	04/10/21	04/11/21
Day		Thu	Fri	Sat	Sun
King Suite	\$129.00		10	10	C/O
Queen Queen Suite	\$129.00	1	10	10	
Rooms		1	20	20	

**GROUP ROOM RATES**

Based upon California-Nevada-Hawaii District of Kiwanis International total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Standard	\$129	\$129	\$129	\$129

Hotel's room rates are subject to applicable state and local taxes (currently 13.945 %) in effect at the time of check-in.

**ADDITIONAL CONCESSIONS**

Two water bottles for each reservation

**ROOMS ATTRITION**

Hotel is relying upon California-Nevada-Hawaii District of Kiwanis International use of the Room Night Commitment. California-Nevada-Hawaii District of Kiwanis International agrees that a loss will be incurred by Hotel if California-Nevada-Hawaii District of Kiwanis International actual usage is less than 80% of the Room Night Commitment.

If California-Nevada-Hawaii District of Kiwanis International actual usage is less than 80% of the Room Night Commitment, California-Nevada-Hawaii District of Kiwanis International agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and California-Nevada-Hawaii District of Kiwanis International actual usage, multiplied by the average group room rate, plus applicable taxes.

**COMMISSION/REBATE**

The group room rates listed above are net non-commissionable but will have a rebate of \$10 per room night booked paid to GOCVB. California-Nevada-Hawaii District of Kiwanis International will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

12/23/2019

**CONFIDENTIAL AND PROPRIETARY INFORMATION**

**METHOD OF RESERVATIONS**

Reservations for the Event will be made by Ontario Convention Passkey.

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by California-Nevada-Hawaii District of Kiwanis International. 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 5:00PM, 03/25/2021(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 group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect California-Nevada-Hawaii District of Kiwanis International obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

**NO ROOM TRANSFER BY GUEST**

California-Nevada-Hawaii District of Kiwanis International agrees that neither California-Nevada-Hawaii District of Kiwanis International nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with California-Nevada-Hawaii District of Kiwanis International reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

Room and Tax:	Individual Pay
Incidentals:	Individual Pay

**CANCELLATION ASSESSMENT**

California-Nevada-Hawaii District of Kiwanis International is aware that Hotel's ability to resell canceled rooms greatly diminishes the closer the cancellation occurs to the scheduled meeting date. California-Nevada-Hawaii District of Kiwanis International acknowledges that the schedule of cancellation assessments set forth below is a reasonable estimate of Hotel's potential loss based upon the date of cancellation and is not a penalty. California-Nevada-Hawaii District of Kiwanis International agrees to pay an amount equal to the number of contracted room nights, multiplied by the applicable contracted group rates, plus room tax and, where applicable, anticipated revenue from food and beverage functions (including service charge), scheduled recreation and meeting space reserved at the time of cancellation, plus any other applicable taxes. The cancellation fee is based on the time between the date of receipt of written cancellation notice and scheduled arrival date and will apply as follows:

CANCELLATION PERIOD (Days Prior to Arrival)	CANCELLATION ASSESSMENT
90-31 days	50% of anticipated room and tax, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms, plus any other applicable taxes.
0 – 30 Days	Full payment of anticipated room and tax, food and beverage revenue, including service charge, scheduled recreation, and rental rate for blocked meeting rooms, plus any other 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.

**CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Kiwanis International, 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.

**ACCEPTANCE**

When presented by the Hotel to California-Nevada-Hawaii District of Kiwanis International, this document is an invitation by the Hotel to California-Nevada-Hawaii District of Kiwanis International to make an offer. Upon signature by California-Nevada-Hawaii District of Kiwanis International, this document will be an offer by California-Nevada-Hawaii District of Kiwanis International. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies California-Nevada-Hawaii District of Kiwanis International at any time prior to California-Nevada-Hawaii District of Kiwanis International execution of this document, the outlined format and dates will be held by the Hotel for California-Nevada-Hawaii District of Kiwanis International on a first-option basis until 02/25/2020. If California-Nevada-Hawaii District of Kiwanis International 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, California-Nevada-Hawaii District of Kiwanis International 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 California-Nevada-Hawaii District of Kiwanis International

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## QUICK CONFIRMATION AGREEMENT



### DoubleTree by Hilton Ontario Airport 222 North Vineyard Avenue, Ontario, CA 91764

This Quick Confirmation Agreement ("Agreement") is by and between California-Nevada-Hawaii District of Kiwanis International ("Group" or "you" or "your(s)") and DT Ontario Hotel Partners Lessee LLC, ("Owner"), d/b/a DoubleTree by Hilton Ontario Airport, managed by DT Management LLC (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
<b>Group Contact:</b>	Mr. Mark W. McDonald	<b>Name of "Event":</b>	California-Nevada-Hawaii District of Kiwanis International
<b>Title:</b>	Executive Director	<b>Date(s) of Event:</b>	April 08, 2021 - April 11, 2021
<b>Company Name:</b>	California-Nevada-Hawaii District of Kiwanis International	<b>Post to Reader Board As:</b>	California-Nevada-Hawaii District of California-Nevada-Hawaii District of Kiwanis International
<b>Address:</b>	8360 Red Oak Street Suite 201	<b>Hotel Contact:</b>	Karla Olmos
<b>City, State, Zip:</b>	Rancho Cucamonga, CA 91730	<b>Title:</b>	Senior Sales Manager
<b>Phone:</b>	(510) 562-7055	<b>Phone:</b>	(909) 418-4856
<b>Email:</b>	mark@cnhkiwanis.org	<b>Email:</b>	karla.olmos@hilton.com

**Room Block and Rates:** Hotel is pleased to confirm the following negotiated group room rates:

Room Type	Thursday 4/8/21	Friday 4/9/21	Saturday 4/10/21	Double Rate
1 King Bed	5	50	50	\$139.00
2 Queen Beds	28	165	165	\$139.00
Parlor Suites	1	3	3	Complimentary
Presidential Suite	1	1	1	\$139.00
Staff Doubles Rooms	10	10	10	\$109.00

**TOTAL SLEEPING ROOM NIGHTS RESERVED: 503**

Group room rates as noted in the "Room Block" above are **net, non-commissionable** and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted sleeping room rates will be offered to Group's attendees, based on availability of contracted room type(s), **2** days before and **2** days after the above Event dates.

**Summary of Revenue Anticipated by Hotel from this Agreement:** For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
<b>Total Anticipated Sleeping Room Revenue:</b>	<b>\$68,044.00</b>
<b>"Total Anticipated Revenue":</b>	<b>\$68,044.00</b>

**Taxes:** Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the California sales tax rate is **7.75%**, and the hotel occupancy tax rate hotel occupancy tax rate is 11.75% occupancy tax, .25% California tourism assessment tax and 2% tourism tax. (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate the exemption.

**Option Dates:** These arrangements are being held on a **first option basis** until ~~October~~ February 25, 2020 (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given **72 hours**, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel, or to enable alternate dates to be researched and offered for Group's use. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by February 25, 2020, Hotel may, at Hotel's sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise Hotel's rates. No cancellation fee shall apply if Hotel releases this first option.

**Additional Terms and Conditions:** By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: <http://hiltondistribution.com/quick-confirmation/addlterms.htm>.

**Entire Agreement:** This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties. If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**GROUP:**  
California-Nevada-Hawaii  
District of Kiwanis International

**HOTEL:**  
DT Ontario Hotel Partners Lessee LLC, DoubleTree by  
Hilton Ontario Airport  
Managed by DT Management LLC

By:

By:

Title: Executive Director

Title: Senior Sales Manager

Dated:

Dated:



## STANDARD TERMS AND CONDITIONS

**Method of Reservations:** *Attendee* housing will be coordinated through **Greater Ontario Convention Center & Visitors Bureau** and requests for guest rooms by identified Event attendees will not be accepted by Hotel and attendees will be referred to **Greater Ontario Convention Center & Visitors Bureau** until after the Cut-Off Date. *Staff* housing will be rooming list.

**Cut-Off Date:** In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than March 25, 2021. This date will be known as the "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group; if Group pays for such rooms in full at that time. If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

**Guest Payment Arrangements:** Room, tax and incidental charges will be paid by individuals. These charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than **3** days in advance of arrival. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

**Individual Guest Deposits/Confirmation:** To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, 3 days in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

**Check-In/Out Time:** Currently, the Hotel's check-in time is **3:00 PM**, and check-out time is **12:00 PM** (subject to change without notice). All guests arriving before check-in time will be accommodated as rooms become available. The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

**Early Departure Fee:** If a guest who has requested a room within the Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (**currently, \$50.00**). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay.

**Complimentary Rooms:** In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every **75** revenue room night actually utilized within your official Room Block by your Group. Group should provide a list of names in order of preference for complimentary room assignment. If you fill all of the rooms reserved in your Room Block, you will be entitled to **6** complimentary room nights, valued at a minimum of **\$834.00**.

**Rebate or Subsidy:** The Hotel will pay **\$10.00 of the applicable negotiated group room rate (excluding any taxes, commission, housing company fees or other rebates/subsidies)** for each sleeping room night actually occupied and paid for by Group's attendees that was reserved as part of the established Room Block at the negotiated group room rates contained in this Agreement to **California-Nevada-Hawaii District of California-Nevada-Hawaii District of Kiwanis International** for the purpose of **defraying costs of the Event**. No rebate or subsidy payments will be paid on complimentary rooms or discounted staff rooms, as applicable. Payment of the actual value of the earned rebate or subsidy will be made by Hotel after receipt by the Hotel of full payment for the Event. Group agrees to take full responsibility for determining whether further disclosure of the rebate or subsidy is required and for making such disclosure if it is required. Notwithstanding the foregoing, the Hotel agrees to credit to Group's Master Account the actual value of the earned rebate or subsidy.

**Sleeping Room Performance Policy:** The Total Sleeping Room Nights Reserved under this Agreement will generate **\$68,044.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of **80%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's

losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

**Cancellation Policy:** Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block, and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel Group's Event for any reason other than due to a valid Impossibility occurrence, including changing Group's meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and <b>4/8/20:</b>	<b>50% =</b>	<b>\$34,022.00</b>
Cancellation between <b>4/9/20</b> and <b>date of arrival:</b>	<b>65% =</b>	<b>\$44,228.60</b>

**Total Anticipated Revenue** for this Event is **\$68,044.00**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that Group delivers Group's written notice of cancellation to the Hotel. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

**Impossibility:** Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

**Indemnification:** Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Hotel Indemnified Parties**"), from and against any and all third party 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 but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's 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 but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel 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.

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.

**Insurance:** Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of Hotel's insurance coverage is satisfied by Hilton's Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether the Hotel participates.

**Governing Law:** The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

**Dispute Resolution:** The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

**Attorney's Fees/Costs:** The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

## Shipping and Receiving Charges & Requirements

- Shipments must arrive at the Hotel no sooner than two days prior to event start date. **All shipments that arrive before this time may not be accepted.**
- Each box must have the following information clearly noted on it: conference/event name, name of the person to receive the shipment, the date of the event and the name of the Event/Catering manager. Number each box and list the number of items that are in the shipment (example - 1 of 5).
- The cost for acceptance, storage and handling for boxes is outlined below:

Package Size		In/out handling charges per	Storage per package per day
Envelope		\$3.00	\$3.00
Boxes per lbs:	1 -25	\$5.00	\$5.00
	26 -50	\$10.00	\$10.00
	60-100	\$15.00	\$15.00
	100- over	\$75.00	\$75.00
Crates under 150 lbs		\$100.00	\$100.00
Crates over 150 lbs		\$150.00	\$150.00
Pallets 1/2		\$100.00	Pallets 1/2
Pallets Full		\$150.00	Pallets Full

- The hotel must be informed in advance if a pallet/crate/etc. will need to be shipped to the hotel. The hotel must be informed of the size and contents (perishables/non-perishables). The hotel has the right to refuse acceptance of such items if not informed in advance. Pricing starts at \$150.00 per pallet/crate/etc. and may increase depending on weight/needs of storage.
- Contact our Front Desk department to coordinate pick-up/delivery of your parcels once you arrive on property.
- You will need to sign a receiving slip acknowledging delivery and authorizing payment in order to receive the shipment.
- Upon conclusion of the event, outgoing shipment arrangements can be made with your banquet captain. You are responsible for packing your materials for outgoing shipments.
- Any boxes/materials that are not properly labeled and/or are left behind will be discarded after seven days.
- All outgoing shipments must be made no later than 2 days after the event or additional charges will apply.



**ROOMS AGREEMENT**

The following represents an agreement between the (“Property, Hotel”) Folk Inn Ontario Airport Hotel and (“Group, you”) California-Nevada-Hawaii District of Kiwanis International

Organization: **California-Nevada-Hawaii District of Kiwanis International**  
 Contact: Mark W. McDonald  
 Title: Main contact  
 Address: 8360 Red Oak Street, Suite 201  
 Rancho Cucamonga, CA 91730  
 Phone: Main: (510) 562-7055  
 Email: [mark@cnhkiwanis.org](mailto:mark@cnhkiwanis.org)

Hotel will hold the following block of rooms for the Group’s use. Unless as indicated in this agreement, Hotel does not guarantee any particular room nor does it guarantee that rooms will be in proximity to each other.

**ROOM BLOCK REQUIRMENTS:**

**Included Complimentary Breakfast for up to (2) Adults per room.**  
**Additional persons will be at \$5.00 per person**

<b>ROOMS</b> <b><u>April 08 – April 11, 2021</u></b>	<b><u>Wed</u></b> <b>04/07/21</b>	<b><u>Thu</u></b> <b>04/08/21</b>	<b><u>Fri</u></b> <b>04/09/21</b>	<b><u>Sat</u></b> <b>04/10/21</b>	<b><u>Sun</u></b> <b>04/11/21</b>	<b><u>Total</u></b>
<b>Two Queen Beds (QQ) \$125</b>	<b>0</b>	<b>1</b>	<b>25</b>	<b>25</b>	<b>C/O</b>	
<b>King Bed w/Sofa Bed(K) \$115</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>25</b>	<b>C/O</b>	
<b>King Bed for Staff \$95 (no rebate)</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>C/O</b>	
<b>Total Room Block</b>	<b>0</b>	<b>1</b>	<b>58</b>	<b>58</b>	<b>C/O</b>	<b>117</b>

**Group will be conducting a GRIP Audit after the Event**

**Check In ~ 3:00 PM Check Out ~ Noon**

**\*\*\$10 Rebate paid Directly to Greater Ontario Convention & Visitors Bureau per room/per night\*\***

All Hotel room rates are subject to state and local taxes currently 11.75%tax .2% Calif. tourism assessment fees also 2% GOTMD Assessment.

**Reservation Method:** **Via Passkey on or before March 25, 2021**

**Guest Room Charges:** Individual guest, pays on own, all charges.

Signer Initial \_\_\_\_\_

Sales Manager Initial \_\_\_\_\_

**Reservation Due Date:** (Thursday, March 25, 2021), after which rooms not reserved will be returned to general inventory; group will remain responsible for such room nights per cancellation or attrition clause below. **Individual cancellation cut-off date is April 04, 2021. Any cancellation after cut-off date will be charged 1<sup>st</sup> night room & tax.**

**Incidentals:** Are the responsibilities of each individual traveler, A credit card is needed at check in for incidentals. No Checks accepted. \$50.00 on a Credit or Debit card will be authorized for each reservation.

**CANCELLATION:** In the event of a cancellation (0 – 10) days prior to arrival, liquidated damages in the amount of eighty (80%) percent of the sleeping room, will be due.

### **Meeting Requirements: CVB**

**FORCE MAJEURE:** No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Property shall have no liability for power disruptions of any kind.

Signed Agreement due by **Tuesday, February 25, 2020**

Credit Card Authorization Attached in email to secure group rooms only not to charge.

### **INSURANCE AND INDEMNIFICATION:**

Property and **Kiwanis International – CA/NV/HA 2021** each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Property as an additional insured. Damage to the Property premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities.

The Property must pre-approve all outside contractors and vendors hired for use by the Group in the Property, and may have a list of approved contractors and vendors. The Property reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Property. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Property premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Property's premises, and must comply with all other requirements the Property deems appropriate, in its sole discretion. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Property harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

The Group and property shall indemnify, defend and hold harmless one another and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's or property's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Property facilities. The Group and property shall not have waived or be deemed to have waived, by reason of this paragraph, any  
Signer Initial \_\_\_\_\_ Sales Manager Initial \_\_\_\_\_

defense which it may have with respect to such claims.

**MISCELLANEOUS PROVISIONS:** In the event of litigation, California law will apply; prevailing party shall recover attorneys’ fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of California courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Property’s General Manager. Group may not assign any benefits associated in any way with this contract without consent of Property. No food and beverage of any kind may be brought into Property or any hospitality suite by group or its guests.

**PROPERTY POLICIES:** (1)Property recommends its in-house A/V department (2)Property cannot store materials for group (3) Signs and banners are not allowed in public areas; signs in meeting space must be professionally printed and placement and posting approved by Property; nothing may be posted, attached or stuck to walls without permission. Gummed stickers or labels are strictly prohibited. (4) Property’s logo, trademark, name, etc., may not be used by Group without prior written permission of Property. (5) No sound, phone, electrical, lighting, mechanical equipment, or rigging can be installed or operated by anyone other than Property personnel.

**ACCEPTANCE:** This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Property. Acceptance may be made by facsimile transmission, or email and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

**California-Nevada-Hawaii District of Kiwanis International**

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

**Folk Inn Ontario Airport**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Rowena Yu  
Direct: 909-937-9700  
Email: [rowena@folkinnusa.com](mailto:rowena@folkinnusa.com)

Title: Sales Manager

Signer Initial \_\_\_\_\_

Sales Manager Initial \_\_\_\_\_



# HOTEL

## Ontario Gateway Hotel

2200 E Holt Blvd. Ontario CA 91761

Date: January 21, 2020

### GROUP & MEETING AGREEMENT

The following represents an agreement between the Ontario Gateway Hotel and Cal - Nev- Ha District of Kiwanis. The sleeping room(s), function space(s) and food and beverage function(s) listed below will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth herein.

<b>Name:</b>	Mr. Mark McDonald	<b>Hotel Name:</b>	Ontario Gateway Hotel
<b>Company Name:</b>	Cal - Nev- Ha District of Kiwanis International	<b>Sales Manager:</b>	Clay Miale
<b>Address:</b>	8360 Red Oak Street suite 201	<b>Phone:</b>	909-975-4105
<b>City, State, Zip:</b>	Rancho Cucamonga, California 91730	<b>Fax:</b>	909-975-5051
<b>Phone:</b>	909-989-1500	<b>Name of Event:</b>	Cal - Nev- Ha District of Kiwanis International
<b>E-mail:</b>	mark@cnhkiwanis.org	<b>E-mail:</b>	clay.miale@ontariogatewayhotel.com

### SLEEPING ROOMS and RATES

Day/Date	Doubles (\$145.00)	Single (\$145.00)	Suites (\$145.00)	Suites (Comp)	Daily Total Room Nights
Thu 04/08/2021	12	3	2	2	19
Fri 04/09/2021	140	35	2	2	179
Sat 04/10/2021	140	35	2	2	179
Sun 04/11/2021	C/O	C/O	C/O	C/O	C/O

### TOTAL ROOM BLOCK RESERVED: 377 (TOTAL)

- All hotel room rates are net and are subject to state and local taxes currently 11.75% tax and 0.195% California tourism tax and 2% assessment fee.
- **Comp Rooms:** 1 per 50 room nights actually occupied and paid for sleeping rooms.
- Quoted rates will be offered, based on availability, to your attendees 2 day before and 2 day after the above dates.
- Hotel will hold the above block of rooms for the Group's use.
- Unless as indicated in this agreement, Hotel does not guarantee any particular room nor does it guarantee that rooms will be in proximity to each other
- **Rebate:** A rebate of \$10.00 per paid room night will be sent to the Ontario Convention Center to offset \_\_\_\_\_. The rebate will not count toward comp rooms, staff rooms, any rooms booked outside of the block or past the reservation due date. No rebates will be paid until the master account is at a 0.00 balance and the attrition amount is obtained.
- **Reduced rate for up to (15) staff room per night, \$100.** Staff rooms do not qualify for the rebate.

### RESERVATIONS

**METHOD OF RESERVATIONS** – Passkey      **CUT-OFF DATE**– Thursday, March 25, 2021

The slated block of rooms will be held until the cut-off date, after which the unused portion of the room block will be released and made available for general sale. Reservation request will then be confirmed depending on availability.

**Guest Room Charges:** Individual pays own, Incidentals Individual pays own.

### CHECK-IN AND CHECK-OUT

Check-in time is 3:00pm and check-out time is 12:00pm (noon). To arrange a special arrival or departure time, an additional fee may apply, please contact your Sales Manager to schedule.

Signer Initial \_\_\_\_\_

Sales Manager Initial \_\_\_\_\_



**No Meeting Space**

At the present time, we are not holding any meeting facilities for you.

**EVENT MANAGER:** The group will be assigned an event manager for detailing this event. The group will be contacted to begin the process once this contract is signed. The group is required to provide details including menus selections, audio visual equipment, meeting room set up, and guarantees. The hotel requires this process to be completed prior (10) ten days prior to the event start date. The hotel cannot guarantee any audio visual equipment or services added less than (10) days prior.

**ATTRITION:** Group must produce at least 80% of contracted sleeping room and banquet food and beverage revenue. Any deficit will be billed to the group's master account as liquidated damages for underperformance, plus taxes and service charges.

**PARKING:** Complimentary

**MISCELLANEOUS SERVICES:** The hotel staff offers these services to our clients upon request for the following fees.

- Box Storage- 2 boxes free of charge  
\$3.00/per box per day on non-event days  
\$50.00 palette drop/storage on non-event days
- Banner Hanging- \$50.00++
- Patch fee- \$35.00++
- Power Drop \$200.00++
- Exhibit Tables- \$25.00 per table++  
\$40.00 per table with power++

(Definition:++ is the current service charge and tax of the hotel, fees are per day)

**CANCELLATION:** In the event of a cancellation 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the sleeping room and banquet Food and Beverage revenue will be due, plus applicable taxes and service charges. In the event of a cancellation 91 or more days prior to arrival, liquidated damages in the amount of eighty percent of the sleeping room and banquet food and beverage revenue will be due, plus applicable taxes and service charges.

**FORCE MAJEURE:** No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Property shall have no liability for power disruptions of any kind.

**BILLING PROCEDURES, OPTIONS AND DEPOSIT SCHEDULE:** The following items shall be charged to the Master Account:, attrition charges, meeting space rental charges (if any), cancellation charges and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting Payment is due within 10 days of billing date and will thereafter accrue interest at 1.5% per month, if permissible by law, or the highest rate permissible by law.

Option #1: **Pay by Credit Card:** A credit card authorization form must be completed and returned with this signed contract. The card will be authorized 3 days prior to the event for the estimated charges. Any additional or remaining balance will be charged to this card on file. If the credit card does not authorize for the amount, the account and or event will be "canceled"

Option #2: **Pay By Check:** A deposit of 20% or \$500.00 (minimum) is due when the contract is signed or based on the payment schedule in this contract. Cashiers' Check, Money Order and Personal Checks **MUST** be received (7) days prior to the event and written out to 2200 Ontario LLC. Estimated charges based on contracted total. If the check is not received 7 days prior a credit card authorization form is due to the property with 48 hours or the event will be "canceled".

Option #1 \_\_\_\_\_ Option #2 \_\_\_\_\_

**INSURANCE AND INDEMNIFICATION:** Property and Cal - Nev- Ha District of Kiwanis each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Property as an additional insured. Damage to the Property premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities.

The Property must pre-approve all outside contractors and vendors hired for use by the Group in the Property, and may have a list of approved contractors and vendors. The Property reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Property. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Property premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Property's premises, and must comply with all other requirements the Property deems appropriate, in its sole discretion. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Property harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

The Group shall indemnify, defend and hold harmless the Property and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Property facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Signer Initial \_\_\_\_\_

Sales Manager Initial \_\_\_\_\_

**MISCELLANEOUS PROVISIONS:** In the event of litigation, California law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of California courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Property's General Manager. Group may not assign any benefits associated in any way with this contract without consent of Property. No food and beverage of any kind may be brought into Property or any hospitality suite by group or its guests.

**PROPERTY POLICIES:** (1) Property recommends its in-house A/V department (2)Property cannot store materials for group (3) Signs and banners are not allowed in public areas without approval from the Sales and Catering Department; signs in meeting space must be professionally printed and placement and posting approved by Property; nothing may be posted, attached or stuck to walls without permission. Gummed stickers or labels are strictly prohibited. (4) Property's logo, trademark, name, etc., may not be used by Group without prior written permission of Property. (5) No sound, phone, electrical, lighting, mechanical equipment, or rigging can be installed or operated without permission from the Sales and Catering Department.

**ACCEPTANCE:** This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Property. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement. Contract must be returned unchanged and signed on or before **February 25, 2020**

Cal - Nev- Ha District of Kiwanis International

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Ontario Gateway Hotel

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Clay Miale Title: Director of Sales

Signer Initial \_\_\_\_\_

Sales Manager Initial \_\_\_\_\_



2155 E Convention Center Way  
 Ontario, CA. 91764  
 (909) 212-8000  
[www.Hiontario.com](http://www.Hiontario.com)

**GROUP AGREEMENT**

The following represents an agreement between the Holiday Inn Ontario Airport and Kiwanis International.

**Organization:** California-Nevada-Hawaii District of Kiwanis International  
**Contact:** Mark W. McDonald  
**Address:** 8360 Red Oak Street, Suite 201  
 Rancho Cucamonga, CA 91730  
**Phone:** (510) 562-7055  
**Email:** mark@cnhkiwanis.org

Pursuant to this contract, once accepted, **Kiwanis International** will hold the following block of rooms at the **Holiday Inn Ontario Airport**. Unless as indicated in this agreement, Hotel does not guarantee room type nor does it guarantee that rooms will be in proximity to each other.

**ROOM BLOCK AND GROUP RATES**

Date	Rate	04/08/21	04/09/21	04/10/21	04/11/21
Day		Thurs	Fri	Sat	Sun
Two Queen Executive	\$145.00	1	55	55	C/O
King Jr. Suite	\$145.00	0	3	3	
Rooms		1	58	58	

**Total Room Nights: 117**

**Check-In 3:00 PM ----- Check-Out 12:00 PM**

All Hotel room rates are subject to state and local taxes currently 13.945%

**Reservation Method:** Passkey

**Guest Room Charges:** Individual pays all own charges

**Rebate:** A \$10.00 rebate will be awarded per consumed room night, payable directly to the GOCVB.

**Reservation Due Date:** **03/25/2021** after which rooms not reserved will be returned to general inventory and the rate will not be honored.

**Complimentary:** Hotel will honor one (1) complimentary room night per Fifty (50) materialized room nights on a cumulative basis for Kiwanis International use. *Complimentary room nights must be used at time of event and do not carry monetary value. Should complimentary room nights not be utilized during event, Hotel will not credit any monetary value to Kiwanis International.*

**ATTRITION:** Group must produce at least 80% of contracted sleeping room revenue. Any deficit will be billed to the group's master account as liquidated damages for underperformance, plus taxes and service charges.

Signer Initial \_\_\_\_\_

Sales Manager Initial \_\_\_\_\_

The estimated room's revenue anticipated for the Hotel under this Agreement is:

Estimated Rooms Revenue :	\$16,965.00
Estimated Other Revenue: <i>taxes</i>	\$2,365.77
<b>Total Minimum Revenue:</b>	<b>\$19,330.77</b>

If Group does not fulfill 80% its estimated room's revenue commitment, it will pay the difference between its rooms revenue commitment (and all applicable taxes). The Cancellation provision below provides for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and does not constitute as a penalty of any kind.

**CANCELLATION:** In the event of a cancellation 0 to 31 days prior to arrival, liquidated damages in the amount of 100 percent of food, beverage, setup fee and guest room revenue will be due, plus applicable taxes and service charges. In the event of a cancellation 31+ days prior to arrival, liquidated damages in the amount of Seventy-Five 75 percent of food and beverage revenue and guest room will be due, plus applicable taxes and service charges.

**FORCE MAJEURE:** No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Property shall have no liability for power disruptions of any kind.

**BILLING PROCEDURES AND DEPOSIT SCHEDULE:** The following items shall be charged to the Master Account: Banquet food and beverage charges, audiovisual charges, attrition charges, meeting space rental charges (if any), cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting.

**MISCELLANEOUS PROVISIONS:** In the event of litigation, California law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of California courts, which will have exclusive jurisdiction. This contract is the entire Agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Property's General Manager. Group may not assign any benefits associated in any way with this contract without consent of Property. No food and beverage of any kind may be brought into Property or any hospitality suite by group or its guests. Meals prepared in quantity for a banquet function require specific food handling procedures. These methods are set forth by the local Health Department for the safety of your guests. Proper equipment and knowledge are essential in maintaining necessary temperature controls and sanitation. For this reason, we are unable to allow food prepared in quantity to leave the premises.

**ACCEPTANCE:** This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Property. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement. Agreement shall be executed no later than 02/25/2020.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Stephanie Lopez Title: Director of Sales

Signer Initial \_\_\_\_\_

Sales Manager Initial \_\_\_\_\_



**Renaissance Esmeralda Resort and Spa**  
44-400 Indian Wells Lane  
Indian Wells, California 92210  
Phone: 760-773-4444 Sales Fax: 760-836-1294

***Cal-Nev-Ha District of Kiwanis International SALES AGREEMENT***  
**REFERENCE # M-194QB78**

**DESCRIPTION OF Cal-Nev-Ha District of Kiwanis International AND EVENT**

The following represents an agreement between the Renaissance Esmeralda Resort and Spa and **Cal-Nev-Ha District of Kiwanis International** and outlines specific conditions and services to be provided.

**ORGANIZATION:** **Cal-Nev-Ha District of Kiwanis International**

**CONTACT:**

Name: Mark McDonald  
Job Title: Executive Director / District Secretary  
Street Address: 8360 Red Oak Street – Suite 201  
City, State/Province: Rancho Cucamonga, CA  
Postal Code: 91730  
  
Phone Number: 909-736-1703  
E-mail Address: [mark@cnhkiwanis.org](mailto:mark@cnhkiwanis.org)

**NAME OF EVENT:** **Kiwanis Cal-Nev-Ha District Convention**

**OFFICIAL PROGRAM DATES:** **August 2, 2022 – August 9, 2022**

**PEAK ROOMS:** **300**

**RESORT CONTACT:**

Name: Brian Parsons  
Job Title: Senior Sales Executive  
  
Phone Number: 760-773-4636  
Fax Number: 760-836-1294  
E-mail Address: [Brian.Parsons@Marriott.com](mailto:Brian.Parsons@Marriott.com)

**GUEST ROOM COMMITMENT**

The Resort agrees that it will provide, and **Cal-Nev-Ha District of Kiwanis International** agrees that it will be responsible for utilizing, 881 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

	Tue 08/02	Wed 08/03	Thu 08/04	Fri 08/05	Sat 08/06	Sun 08/07
Run of House	2	67	242	292	218	12
Presidential Suite	1	1	1	1	1	1
Governor's Suites	2	2	2	2	2	2
Executive Suites	3	3	3	3	3	3
Ambassador Suites	2	2	2	2	2	2
<b>TOTAL</b>	<b>10</b>	<b>75</b>	<b>250</b>	<b>300</b>	<b>226</b>	<b>20</b>

**Cal-Nev-Ha District of Kiwanis International ROOM RATES**

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

Run of House Single:	\$159.00
Junior Suite:	\$189.00
Executive Suite:	\$219.00 (3 complimentary per concessions)
Ambassador Suites:	\$159.00 (per concessions)
Governors' Suites:	\$159.00 (per concessions)
Presidential Suite:	\$Complimentary (per concessions)

The negotiated room rates will be applicable two (2) days prior and two (2) days following the group's major program dates, on a group room and rate available basis prior to group's cut-off date. Reservation requests made after the cutoff date will be accommodated at the current prevailing rate

Should **Cal-Nev-Ha District of Kiwanis International** request upgrades and/or suites over and above the current room block, the above rates are established based on availability.

**Special rates and upgrades are listed below in Special Concessions.**

**TAXES and FEES:**

Resort room rates are subject to applicable state and local taxes (currently 12.25%), a local Business Improvement District Assessment (currently 3%), in addition to a California Tourism Fee of \$0.90 per room, per night, in effect at the time of check-in. **The above taxes are subject to change without notice**

- Self-Parking is \$12.00 overnight (Included in Resort Charge)
- Valet Parking is \$30.00 overnight and \$10.00 short term.
- Resort Charge – **\$20.00 per room, per night (taxable)**. Resort Charge Inclusions:
  - Enhanced Guestroom High Speed Internet Access
  - Casual internet browsing in the meeting space
  - Fitness Classes with professional instructor
  - Yoga Classes with professional instructor
  - Bike Rentals
  - Tennis & Basketball Court Access (including racket and ball rental)
  - Seasonal Non-Alcoholic Welcome Beverages at the Group's Registration Desk (4 Hours)  
OR Daily Snacks in the Staff Office (Chips/Nuts/Trail Mixes)

**In addition, the Resort provides the following amenities to our Guests on a complimentary basis: Local and 800 Calls, two (2) Bottled Waters daily, twenty-four (24) hour Fitness Center access, in-room coffee, self-parking, golf bag storage, and in-room safes.**

**GRATUITIES**

**If gratuities are not to be posted to the Master Account they will be left up to the individual's own discretion.** Recommended porterage gratuities are as follows:

- **(Optional)** Bell stand Porterage gratuities are recommended at \$10.00 per person round trip and **(Optional)** Housekeeping gratuities are \$3.00 per room per day. Please advise if these optional charges are to be posted to the Master Account.
- For all motor coach arrivals a mandatory porterage gratuity of \$10.00 per person round trip will be posted to the master account.

**The above taxes, fees and gratuities are subject to change without notice.**

**SPECIAL CONCESSIONS**

In consideration of the Total Room Nights and the functions identified on the Function Information Agenda/Event Agenda, Resort will provide the following special concessions:

- 1 per 50 complimentary room nights, cumulative on revenue-generating group rate or higher) room nights (see Complimentary Rooms clause below)
- One (1) Presidential Suite complimentary for the dates of August 2<sup>nd</sup>- August 8<sup>th</sup>, 2022
- Two (2) Governor's Suites at the group rate of \$159.00 per suite, per night for the dates of August 2<sup>nd</sup>- August 8<sup>th</sup>, 2022
- Two (2) Ambassador Suites at the group rate of \$159.00 per suite, per night for the dates of August 2<sup>nd</sup>- August 8<sup>th</sup>, 2022
- Two (2) Executive Suites complimentary for the dates of August 3<sup>rd</sup> - August 8<sup>th</sup>, 2022
- One (1) Executive Suites at the group rate of \$159.00 per suite, per night for the dates of August 2<sup>nd</sup>- August 8<sup>th</sup>, 2022
- Food & Beverage Pricing Approved at the following pricing:
  - o Breakfast \$25.00++ per person
  - o Lunch \$45.00++ per person
  - o Dinner \$65.00++ per person
- Double Marriott Bonvoy Points
- 21 Day cut-off
- No charge for outside Audio Visual with the exception of power and rigging

In the event of reductions in the Total Room Nights of more than (twenty) 20%, Resort may adjust any concessions offered in this Agreement, including those concessions offered on a complimentary basis. Resort may adjust the Function Space in direct proportion to any reductions in the Total Room Nights.

**COMMISSION- (Net Non-Commissionable)**

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

**COMPLIMENTARY ROOMS**

**Cal-Nev-Ha District of Kiwanis International** will be entitled to one (1) complimentary room night for every fifty (50) revenue-generating (group rate or higher) room nights occupied on a *cumulative* basis.

**Cal-Nev-Ha District of Kiwanis International** must utilize the guestrooms it earns during program dates.

Complimentary guest room allotment will be in the form of a credit to the Master Account based upon the net single-group room charge, exclusive of any tax, service, or other charges.

**METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees directly with resort reservations at our toll-free number of 1-800-446-9875 or 1-877-804-4070

**METHOD OF RESERVATIONS**

Hotel is pleased to offer the use of our online group reservations system powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number to be established after enabling Passkey. It is the responsibility of Group to publish and provide this information to potential attendees through the planner's meeting website or through email. Group shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotels then current available rate.

Hotel will supply a username and password to provide you with 24/7 online access to your group's information and reports.

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit, or guaranteed with a major credit card or by **Cal-Nev-Ha District of Kiwanis International**. Resort will not hold any reservations unless secured by one of the above methods. (All major Credit Cards are accepted)

**ROOMS ATTRITION**

Resort is relying upon **Cal-Nev-Ha District of Kiwanis International's** use of the Room Night Commitment of 881 room nights. **Cal-Nev-Ha District of Kiwanis International** agrees that a loss will be incurred by Resort if **Cal-Nev-Ha District of Kiwanis International's** actual usage is less than 80% of the Room Night Commitment.

If **Cal-Nev-Ha District of Kiwanis International's** actual usage is less than 80% of the Room Night Commitment, **Cal-Nev-Ha District of Kiwanis International** agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and **Cal-Nev-Ha District of Kiwanis International's** actual usage, multiplied by the group's room rate.

**CUTOFF DATE**

Reservations by attendees must be received on or before **July 12, 2022** (the "Cutoff Date"). At the Cutoff Date, Resort 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 **Cal-Nev-Ha District of Kiwanis International** group rate after this date.

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

**MASTER ACCOUNT – AUTHORIZED SIGNATORIES**

Resort must be notified in writing at least thirty (30) 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.

**INITIAL DEPOSIT/PAYMENT**

An advance payment of **\$5,000** due by **March 31, 2020**, will be required. The advance payment will be credited toward the Master Account.

**METHOD OF PAYMENT/ADVANCE PAYMENT**

The method of payment of the Master Account will be established upon approval of **Cal-Nev-Ha District of Kiwanis International's** credit.

**In the event that credit is not approved**, Cal-Nev-Ha District of Kiwanis International agrees to pre-pay the total estimated master account per the following advance payment schedule.

90 Days Prior to Arrival	\$ 1/3 of Estimated Master Account
60 Days Prior to Arrival	\$ 1/3 of Estimated Master Account
30 Days Prior to Arrival	\$ 1/3 of Estimated Master Account
At Departure (Based on Approved Credit)	Balance of Master Account

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 **Cal-Nev-Ha District of Kiwanis International**, Resort will refund the difference between the payments and the balance of the Master Account within thirty (30) days.

The outstanding balance of **Cal-Nev-Ha District of Kiwanis International's** Master Account (exclusive of disputed charges) will be due and payable upon receipt of invoice. **Cal-Nev-Ha District of Kiwanis International** will raise any disputed charges within ten (10) days after receipt of the invoice. Resort will work with **Cal-Nev-Ha District of Kiwanis International** 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, Resort will impose a finance charge at the rate of 1-1/2% per month (18% annual rate) on the unpaid balance commencing on the invoice date.



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

- Credit Card – All Major Credit Cards are accepted up to \$50,000.00. Remainder of Master Account to be paid by company check or electronic funds transfer.
- Company Check or Electronic Funds Transfer, per the prepayment schedule above
- Cash, Money Order, or other guaranteed form of payment, per the prepayment schedule above
- Direct Billing pending approval
- Agreed Alternative \_\_\_\_\_

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

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

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.

**Cal-Nev-Ha District of Kiwanis International** agrees that the Hotel may charge to this credit card any payment as outlined under this Group Sales Agreement.

**BILLING/MASTER ACCOUNT CHARGES**

Attendees will pay their own room, tax, and incidentals incurred by them at Resort. **Cal-Nev-Ha District of Kiwanis International** will be responsible for all other charges incurred pursuant this Agreement.

**FUNCTION SPACE**

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

**FUNCTION AGENDA**

Date	Day	Day #	Start Time	End Time	Function Type	Post As	Set-Up Style	Expected	Function Space
8/2/2022	Tue	1	6:00 AM	11:59 PM	Office	Office	Conference	1	St. Tropez
8/2/2022	Tue	1	6:00 AM	11:59 PM	Storage	Storage	Storage	1	Toulon
8/3/2022	Wed	2	6:00 AM	11:59 PM	Office	Office	Conference	1	St. Tropez
8/3/2022	Wed	2	6:00 AM	11:59 PM	Storage	Storage	Storage	1	Toulon
8/4/2022	Thu	3	6:00 AM	11:59 PM	Office	Office	Conference	1	St. Tropez
8/4/2022	Thu	3	6:00 AM	11:59 PM	Storage	Storage	Storage	1	Toulon
8/4/2022	Thu	3	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	Malta A & B
8/4/2022	Thu	3	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	San Remo
8/4/2022	Thu	3	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	Sardinia
8/4/2022	Thu	3	6:00 AM	11:59 PM	Breakout	Breakouts	Theatre	1	Valencia Ballroom
8/4/2022	Thu	3	8:00 AM	5:00 PM	Meeting	Board Meeting	Special	1	Valencia I - IV
8/4/2022	Thu	3	7:00 AM	11:59 PM	Set Up	Exhibits Set Up	Exhibits	25	Valencia Foyer
8/4/2022	Thu	3	12:00 PM	5:00 PM	Exhibits	Exhibits	Exhibits	25	Valencia Foyer
8/4/2022	Thu	3	8:00 AM	12:00 PM	Registration	Registration	Registration	1	Crystal Reg Desk
8/4/2022	Thu	3	1:00 PM	5:00 PM	Breakout	Breakout	Special	28	Rhodes A & B

Cal-Nev-Ha District of Kiwanis International Convention Aug2022

August 2 – 9, 2022

8/4/2022	Thu	3	1:00 PM	11:59 PM	General Session	General Session	Rounds of 10	500	Crystal Ballroom
8/5/2022	Fri	4	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	Malta A & B
8/5/2022	Fri	4	6:00 AM	11:59 PM	Office	Office	Conference	1	St. Tropez
8/5/2022	Fri	4	6:00 AM	11:59 PM	Storage	Storage	Storage	1	Toulon
8/5/2022	Fri	4	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	San Remo
8/5/2022	Fri	4	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	Sardinia
8/5/2022	Fri	4	6:00 AM	11:59 PM	Breakout	Breakouts	Theatre	1	Valencia Ballroom
8/5/2022	Fri	4	8:00 AM	5:00 PM	Exhibits	Exhibits	Exhibits	25	Valencia Foyer
8/5/2022	Fri	4	8:00 AM	5:00 PM	Registration	Registration	Registration	1	Crystal Reg Desk
8/5/2022	Fri	4	8:00 AM	5:00 PM	Breakout	Breakout	Theatre	30	Rhodes A & B
8/5/2022	Fri	4	8:00 AM	11:59 PM	General Session	General Session	Rounds of 10	500	Crystal Ballroom
8/5/2022	Fri	4	12:15 PM	1:45 PM	Lunch	Lunch	Rounds of 10	200	Crystal Ballroom
8/6/2022	Sat	5	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	Malta A & B
8/6/2022	Sat	5	6:00 AM	11:59 PM	Breakout	Breakouts	Theatre	1	Valencia Ballroom
8/6/2022	Sat	5	6:00 AM	11:59 PM	Office	Office	Conference	1	St. Tropez
8/6/2022	Sat	5	6:00 AM	11:59 PM	Storage	Storage	Storage	1	Toulon
8/6/2022	Sat	5	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	San Remo
8/6/2022	Sat	5	6:00 AM	11:59 PM	Breakout	Breakout	Theatre	1	Sardinia
8/6/2022	Sat	5	6:45 AM	8:00 AM	Breakfast	Breakfast	Rounds of 10	100	Mountain View
8/6/2022	Sat	5	8:00 AM	6:00 PM	General Session	General Session	Rounds of 10	500	Crystal Ballroom
8/6/2022	Sat	5	12:15 PM	1:30 PM	Lunch	Lunch	Rounds of 10	350	Crystal Ballroom
8/6/2022	Sat	5	6:00 PM	7:00 PM	Reception	Reception	Lounge	200	Crystal Ballroom
8/6/2022	Sat	5	7:00 PM	9:00 PM	Dinner	Dinner	Rounds of 10	250	Crystal Ballroom
8/6/2022	Sat	5	8:00 AM	3:00 PM	Exhibits	Exhibits	Exhibits	25	Valencia Foyer
8/6/2022	Sat	5	8:00 AM	2:00 PM	Registration	Registration	Registration	1	Crystal Reg Desk
8/6/2022	Sat	5	8:00 AM	5:00 PM	Breakout	Breakout	Theatre	30	Rhodes A & B
8/7/2022	Sun	6	6:00 AM	11:59 PM	Office	Office	Conference	1	St. Tropez
8/7/2022	Sun	6	6:00 AM	11:59 PM	Storage	Storage	Storage	1	Toulon
8/7/2022	Sun	6	8:00 AM	9:00 AM	Breakfast	Breakfast	Rounds of 10	25	Rhodes A & B
8/7/2022	Sun	6	8:00 AM	10:00 AM	Meeting	Board Meeting	Conference	12	Sardinia

Based on **Cal-Nev-Ha District of Kiwanis International's** requirements, Hotel's room rental fees would be \$50,000. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined above, the Hotel will waive these fees.

Room rental fees will be subject to a 25% service charge

Twelve (12) months prior to the Event, **Cal-Nev-Ha District of Kiwanis International** agrees to give Resort a preliminary program, including updated attendance figures based upon history. Nine (9) months prior to the Event, a tentative program with anticipated attendance figures is required. At that time, Resort will release any space that is not designated on a tentative program, except for any space that Resort and **Cal-Nev-Ha District of Kiwanis International** agree to hold for unanticipated needs.

**AUDIO VISUAL**

A 14% AV Personnel Charge, an 11% AV House Charge, plus applicable taxes (currently 7.75%), are applied to AV Services and Equipment. **The AV House Charge is used to offset the costs of utilities and equipment, and other non-labor expenses. This AV House Charge is not a tip or gratuity for services provided by employees and is not distributed to personnel.** AV personnel are not customarily tipped, so tips are not expected.

**MINIMUM FOOD AND BEVERAGE COMMITMENT**

**Cal-Nev-Ha District of Kiwanis International** agrees that it will provide a minimum food and beverage revenue of \$40,000 (exclusive of applicable taxes) as part of the Event. If **Cal-Nev-Ha District of Kiwanis International** provides less food and beverage revenue, it agrees to pay hotel 35% of the shortage. In addition if any food and beverage event is cancelled 7 days prior to its scheduled starting time, **Cal-Nev-Ha District of Kiwanis International** agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 7 days to arrival. No service charges or additional fees are applied to your bill. The prices above reflect what you will be charged, not including tax.

**IN-HOUSE EQUIPMENT**

Resort 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 Resort's present in-house equipment to the point of requiring rental of an additional supply to accommodate **Cal-Nev-Ha District of Kiwanis International's** needs. If such special setups or extraordinary formats are requested, Resort will present two (2) alternatives: (1) charging **Cal-Nev-Ha District of Kiwanis International** the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

**CANCELLATION**

**Cal-Nev-Ha District of Kiwanis International** acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of **Cal-Nev-Ha District of Kiwanis International's** obligation to Resort and Resort would be harmed. Because Resort's harm (and **Cal-Nev-Ha District of Kiwanis International's** obligation to compensate Resort for that harm) is likely to increase if there is a delay in notifying Resort of any Cancellation, **Cal-Nev-Ha District of Kiwanis International** agrees to notify Resort, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) it would be difficult to determine Resort's actual harm
- (b) the sooner Resort receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- (c) the highest dollar amount in the chart ("Chart") set forth below reasonably estimates Resort's harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, Chart also reasonably estimates Resort's ability to lessen its harm by reselling **Cal-Nev-Ha District of Kiwanis International's** space and functions.

**Cal-Nev-Ha District of Kiwanis International** therefore agrees to pay Resort, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Can we review the Sheraton Clause and see if we can fuse these together?

<b>Date of Decision to Cancel</b>	<b>Amount of Liquidated Damages Due</b>
From Date of Signature to 18 Months prior to Arrival	\$ 50% of rooms and 35% of food and beverage
From 18 Months to 12 Months prior to Arrival	\$ 75% of rooms and 50% of food and beverage
Less than 12 Months prior to Arrival	\$ 100% of rooms and 65% of food and beverage

Provided that **Cal-Nev-Ha District of Kiwanis International** timely notifies Resort of the Cancellation and timely pays the above liquidated damages, Resort agrees not to seek additional damages from **Cal-Nev-Ha District of Kiwanis International** relating to the Cancellation.

**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 (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstances makes it illegal or impossible to provide or use the Resort facilities.

**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. Resort and **Cal-Nev-Ha District of Kiwanis International** 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 Resort or **Cal-Nev-Ha District of Kiwanis International**, 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**

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

**USE OF OUTSIDE VENDORS**

If **Cal-Nev-Ha District of Kiwanis International** wishes to hire outside vendors to provide any goods or services at Resort during the Event, Resort may, in its sole discretion, require that such vendor provide Resort, in form and amount reasonably satisfactory to Resort, an Indemnification Agreement and proof of adequate insurance.

**GUEST PACKAGES**

The Resort will only accept packages three (3) days prior to your function date and we must be made aware of such deliveries in writing. Shipments MUST be addressed as follows:

Renaissance Esmeralda Resort and Spa  
**(Event Name) (Arrival Date)**  
**Hold for Guest (Guest Name) (Guest Cell Number)**  
**(Guest Company Name)**  
44-400 Indian Wells Lane  
Indian Wells, California 92210  
Attn: On-Property Event Managers Name

The Resort will not assume any responsibility for the damage or loss of merchandise sent to the Resort for storage.

**GUEST PACKAGE CHARGES**

**Please see attached FedEx Office pricing for shipping, handling and storage fees.**



FEDEX\_Shipping-Inst  
ructions\_packet hotel

**FAX TRANSMITTAL**

If either party uses a fax transmittal, the fax copy shall serve as an original unless an actual original is executed and received by both parties within ten (10) days. Each page must be initialed at bottom and the acceptance must be signed in order for this to become a valid contract.

**MARRIOTT BONVOY EVENTS**

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Tetra Tech has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points. Marriott Bonvoy 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 Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**MARRIOTT BONVOY EVENTS (Cont.)**

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 Points or Miles.

Member Name \_\_\_\_\_

Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_

Participating airline frequent flyer account number \_\_\_\_\_

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 Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

**ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by the Resort. Unless the Resort otherwise notifies **Cal-Nev-Ha District of Kiwanis International** at any time prior to **Cal-Nev-Ha District of Kiwanis International's** execution of this document, the outlined format and dates will be held by the Resort for **Cal-Nev-Ha District of Kiwanis International** on a first-option basis until **Thursday, February 20, 2020**. If **Cal-Nev-Ha District of Kiwanis International** cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Resort's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Resort of a fully executed version of this Agreement prior to **Thursday, February 20, 2020**, or upon Resort's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Resort and **Cal-Nev-Ha District of Kiwanis International**.

Resort and **Cal-Nev-Ha District of Kiwanis International** have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by **Cal-Nev-Ha District of Kiwanis International**:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Approved and authorized by Resort:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**This communication contains information from Marriott International, Inc. that may be confidential. Except for personal use by the intended recipient, or as expressly authorized by the sender, any person who receives this information is prohibited from disclosing, copying, distributing, and/or using it. If you have received this communication in error, please immediately delete it and all copies, and promptly notify the sender. Nothing in this communication is intended to operate as an electronic signature under applicable law**

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

The contents of this material are confidential and proprietary to Marriott International, Inc. and may not be reproduced, disclosed, distributed or used without the express permission of an authorized representative of Marriott. Any other use is expressly prohibited.