



Please email back contract to Vreeland Cruz at [vreeland.cruz@marriott.com](mailto:vreeland.cruz@marriott.com). Direct line is (925)433-4621.

**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between **Monterey Marriott**, 350 Calle Principal, Monterey, CA, 93940, (831) 649-4234 and **California-Nevada-Hawaii Districts of Kiwanis**.

ORGANIZATION: California-Nevada-Hawaii Districts of Kiwanis

CONTACT:

Name: Mark McDonald  
 Street Address: 8360 Red Oak Street; Ste 201  
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**NAME OF EVENT:** Kiwanis Mid-Year Conference North 2021 Feb2021

**REFERENCE #:** M-L0M4D60

**OFFICIAL PROGRAM DATES:** Wednesday, February 24, 2021-Sunday, February 28, 2021

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and California-Nevada-Hawaii Districts of Kiwanis agrees that it will be responsible for utilizing, **136 room nights** in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

**Attendees**

Date	Day	Standard ROH Room	Junior Suite	Total Rooms
02/24/2021	Wed	1	0	1
02/25/2021	Thurs	13	2	15
02/26/2021	Fri	68	2	70
02/27/2021	Sat	48	2	50

Start Date	End Date	Room Type	Rate
02/24/2021	02/28/2021	Standard ROH Room	\$199.00
02/24/2021	02/28/2021	Junior Suite	\$199.00

Hotel’s room rates are subject to applicable state and local taxes  
 (Currently **10%** + **4.15%** CCFD Fee + **\$0.75** CA Fee + **\$2.00** Monterey Fee) in effect at the time of check-out.

**SPECIAL CONCESSIONS**

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide California-Nevada-Hawaii Districts of Kiwanis with the following special concessions:

- One (1) complimentary room night per forty (40) room nights actualized and paid for at group rate or higher on a cumulative basis
- Two (2) Junior Suite upgrades at group rate
- Two (2) Welcome Amenities (Hotel’s Choice \$25 Value)
- Meeting Space Rental at the Monterey Marriott Waived with \$12,000 F&B Minimum
- Complimentary standard internet access in the guest room for all Marriott Bonvoy Members. Attendees can sign up ahead of time at [www.marriott.com/loyalty.mi](http://www.marriott.com/loyalty.mi), or Hotel will assist with signing up new members upon check in. Otherwise, the cost is discounted for your attendees to \$1.00 per room, per night for standard

- internet access in the guestrooms, if used (value \$14.95 per room/night).
- Double Bonvoy points to contract signer

### **ADJUSTMENTS TO CONCESSIONS**

In the event of reductions in the Room Night Commitment of more than twenty percent (20%), the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

### **COMPLIMENTARY ROOMS**

California-Nevada-Hawaii Districts of Kiwanis will be entitled to one (1) complimentary room night for every forty (40) revenue-generating room nights occupied on a daily basis. Complimentary rooms do not include suites, connecting rooms or upgraded room types which would carry a premium rate above the contracted Group Rate, or room nights outside the dates of the contracted room block.

### **ATTRITION – Rooms Per Night**

Hotel is relying upon California-Nevada-Hawaii Districts of Kiwanis' nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. California-Nevada-Hawaii Districts of Kiwanis agrees that a loss will be incurred by Hotel if California-Nevada-Hawaii Districts of Kiwanis' actual usage is less than **eighty percent (85%)** of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a **twenty percent (15%)** reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to California-Nevada-Hawaii Districts of Kiwanis' Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

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

### **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 California-Nevada-Hawaii Districts of Kiwanis to publish and provide this information to potential attendees through the planner's meeting website or through email. California-Nevada-Hawaii Districts of Kiwanis 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 California-Nevada-Hawaii Districts of Kiwanis. Hotel will not hold any reservations unless secured by one of the above methods.

### **CUTOFF DATE**

Reservations by attendees must be received on or before **Wednesday, January 20, 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 California-Nevada-Hawaii Districts of Kiwanis group rate after this date.

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

### **NO ROOM TRANSFER BY GUEST**

California-Nevada-Hawaii Districts of Kiwanis agrees that neither California-Nevada-Hawaii Districts of Kiwanis 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 Districts of Kiwanis reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS - ATTENDEES**

The following billing arrangements apply: **Individual to pay all charges** (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by California-Nevada-Hawaii Districts of Kiwanis, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

<b>Date</b>	<b>Start Time</b>	<b>End Time</b>	<b>Function</b>	<b>Set-Up Style</b>	<b>#PPL</b>	<b>Function Space</b>
<b>Wednesday, 02/24/2021</b>	6:00AM	11:59PM	Office	Conference	15	San Diego Room
<b>Thursday, 02/25/2021</b>	6:00AM	11:59 PM	Office	Conference	15	San Diego Room
<b>Friday, 02/26/2021</b>	6:00AM	11:59PM	Office	Conference	15	San Diego Room
	9:00 AM	6:00PM	Breakout	U-Shape	30	Ferrantes Bayview
	1:00PM	5:00PM	Breakout- Board	Special Set	40	San Carlos 1&2
	4:00PM	10:00PM	Set Up	Exhibits	25	MCC- Steinbeck Lobby
	4:00PM	10:00PM	Set Up	Rounds of 10	400	MCC-Steinbeck Ballroom
<b>Saturday, 02/27/2021</b>	6:00AM	5:00PM	Registration	Registration	2	MCC-Steinbeck Lobby
	6:00AM	11:59PM	Office	Conference	15	San Diego Room
	7:00AM	8:00AM	Breakfast	Rounds of 10	40	Ferrantes Bayview
	8:00AM	10:00AM	General Session	Rounds of 10	400	MCC-Steinbeck Ballroom
	8:00AM	5:00PM	Exhibits	Exhibits	25	MCC-Steinbeck Lobby
	9:30am	4:00PM	Breakout	Schoolroom	50	San Carlos 1
	9:30AM	4:00PM	Breakout	Schoolroom	50	San Carlos 2
	9:30AM	4:00PM	Breakout	Schoolroom	150	San Carlos 3
	9:30AM	4:00PM	Breakout	Schoolroom	150	San Carlos 4
	5:30PM	6:30PM	Reception	Cocktail Rounds	100	Ferrantes Bayview
	6:30pm	10:00pm	Dinner	Rounds of 10	100	Ferrantes Bayview
<b>Sunday, 02/28/2021</b>	6:00AM	12:00PM	Office	Conference	15	San Diego Room

### **F&B STAFF CHARGE AND HOUSE CHARGE**

A **16%** F&B Staff Charge, a **9%** F&B House Charge, plus applicable taxes (currently **8.75%**) are applied to all meeting space rental, food and beverage, set-up and miscellaneous. The F&B House Charge is used to offset the costs of utilities and equipment, and non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and it is not distributed to employees. Banquet personnel are not customarily tipped, so tips are not expected.

### **AV HOUSE CHARGE**

A **25%** AV House Charge, plus applicable taxes currently **8.75%**, are applied to Audio Visual Services, rental and internet hard lines. 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.

### **DAMAGE TO FUNCTION SPACE**

California-Nevada-Hawaii Districts of Kiwanis agrees to pay for any damage to the function space that occurs while California-Nevada-Hawaii Districts of Kiwanis is using it. California-Nevada-Hawaii Districts of Kiwanis will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than California-Nevada-Hawaii Districts of Kiwanis and its attendees.

### **MONTEREY CONFERENCE CENTER – FUNCTION SPACE**

Meeting space has been reserved at the adjacent Monterey Conference Center as described on the function outline of this agreement. This is a municipal facility and a completely separate entity from Monterey Marriott Hotel. A representative from the Monterey Conference Center will contact you to confirm functions, meeting room arrangements, and applicable rental. They will send you a contract to confirm your arrangements within one year of your arrival, or immediately after the Hotel contract is definite, if booking is sooner than one year.

Insurance is required for every group using the Monterey Conference Center. The group shall provide certificates of general liability insurance, naming the City of Monterey, its employees, officers, and agents as the co-insured. For your reference the Monterey Conference Center telephone number is (831) 646-3770.

### **FUNCTION INFORMATION AGENDA/EVENT AGENDA**

See Monterey Conference Center Event Agenda for Meeting Space.

*All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.75%) and service charge (currently 25%) in effect on the date(s) of the event.*

### **MONTEREY CONFERENCE CENTER FOOD AND BEVERAGE**

California-Nevada-Hawaii Districts of Kiwanis agrees to assign the Monterey Marriott as the exclusive caterer to provide food & beverage and banquet service at the Monterey Conference Center for all functions outlined in this and the Monterey Conference Center group sales agreement, unless the Monterey Conference Center has awarded an exclusive catering contract to another party. The minimum food and beverage revenue requirement outlined in this agreement incorporates the food and beverage banquet functions, currently scheduled at the Monterey Conference Center.

### **MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

California-Nevada-Hawaii Districts of Kiwanis agrees to a minimum banquet food and beverage revenue of **\$12,000.00**, exclusive of tax and service charge (the “Minimum Banquet Food and Beverage Revenue”). Hotel will confirm the food and beverage prices prior to California-Nevada-Hawaii Districts of Kiwanis’ arrival date. California-Nevada-Hawaii Districts of Kiwanis shall provide Hotel with no less than 72 hours prior to the first scheduled function] advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

### **OUTSIDE FOOD AND BEVERAGE POLICY**

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

### **MASTER ACCOUNT**

Hotel must be notified in writing at least **seven (7)** days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

### **METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of California-Nevada-Hawaii Districts of Kiwanis credit. If credit is approved, the outstanding balance of California-Nevada-Hawaii Districts of Kiwanis Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

California-Nevada-Hawaii Districts of Kiwanis will raise any disputed charges within **ten (10)** days after receipt of the invoice. The Hotel will work with California-Nevada-Hawaii Districts of Kiwanis in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of 1-1/2% per month (18% annual rate) on the unpaid balance commencing on the invoice date.

California-Nevada-Hawaii Districts of Kiwanis has indicated that it has elected to use the following form of payment:

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

California-Nevada-Hawaii Districts of Kiwanis may not change this form of payment.

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

#### **PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If California-Nevada-Hawaii Districts of Kiwanis 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 website.

Prior to the execution of this agreement California-Nevada-Hawaii Districts of Kiwanis 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 California-Nevada-Hawaii Districts of Kiwanis.

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.

California-Nevada-Hawaii Districts of Kiwanis agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

***I hereby authorize that the total estimated charges for the event I am holding at the Monterey Marriott and will be charged in advance ten (10) days prior to arrival to the credit card provided as a deposit on my account and any remaining balance will be charged at the end of the event. I certify that I am the authorized signer of the credit card provided and that all information is complete and accurate.***

#### **CANCELLATION**

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 379 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 380 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

### **RESELL**

Hotel is relying upon California-Nevada-Hawaii Districts of Kiwanis's use of the Room Night Commitment, and, if applicable, the Minimum Banquet Food and Beverage Revenue.

California-Nevada-Hawaii Districts of Kiwanis agrees that a loss will be incurred by Hotel if California-Nevada-Hawaii Districts of Kiwanis fails to fully utilize the Room Night Commitment. Therefore, if California-Nevada-Hawaii Districts of Kiwanis fails to fully utilize the Room Night Commitment, California-Nevada-Hawaii Districts of Kiwanis agrees to pay, as liquidated damages and not as a penalty, the following amount:

The Room Night Commitment, less California-Nevada-Hawaii Districts of Kiwanis's actual usage of the Room Night Commitment (excluding pre- and post- night), with the result multiplied by the average group rate (excluding staff and or complimentary rooms), plus applicable taxes. From this amount, the hotel will subtract credit for rooms resold, in accordance with the following formula: no room shall be deemed to have been resold on any night unless and until the Hotel first sells all rooms outside of the contracted room block that night. As to any rooms that were within the group's contracted block that were resold, the Hotel will multiply the number of rooms resold each night by the group's average contracted room rate (excluding staff and or complimentary rooms). The resulting amount, minus twenty percent, which the parties agree represents the Hotel's minimum costs associated with its attempts to resell the rooms, will be the amount of credit for rooms resold to which the group is entitled on the night in question.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

### **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.

In addition, the following will apply with specific respect to the COVID-19 outbreak characterized as a pandemic by the World Health Organization on March 11, 2020: If (1) the U.S. Centers for Disease Control and Prevention (if Hotel is located in the U.S.) or the Public Health Agency of Canada (if Hotel is located in Canada), or the state or province where the Hotel is located, or the country(ies), state(s) or province(s) from which a majority of event attendees are traveling, issues a regulation, advisory, notice, or warning (collectively, a "Notice") advising travelers to avoid travel to the city where the Hotel is located, avoid gatherings of the size contemplated by this Agreement, or to shelter in place/stay at home as a result of the COVID-19 pandemic, and such Notice covers the Event dates, and (2) as a direct result of such Notice, Group wishes to modify its Agreement with Hotel, Group will notify the Hotel as soon as reasonably practicable, but in any event at least 14 days before the Group's arrival date. Upon Hotel's receipt of the Group's notice, Hotel and Group will commence good faith discussions regarding potential amendments to this Agreement, which may include, by way of example, rebooking the event (with any deposits on file being applied to the rebooked event) or adjusting the Agreement's attrition clause, or Hotel and Group may, as a matter of final resort, mutually agree to terminate the Agreement without liability if they agree that no suitable alternatives exist and termination is in the best interest of both parties. If Hotel and Group cannot reach an agreement to amend or terminate the Agreement within 14 days of the date Hotel receives Group's notice, or such other time as mutually agreed by the parties, and Group is not permitted to terminate without liability under paragraph 1 above, the Agreement will remain in full force and effect. This paragraph will become null and void upon the World Health Organization's declaration that the COVID-19 pandemic has ended.

Termination of the Agreement in accordance with this Impossibility section will be without liability. For purposes of this Agreement, "without liability" means that, except as set forth in the next sentence, no money damages (including any liquidated damages identified in this Agreement) will be due by the terminating party to the other party as a result of the termination and Hotel will refund to Group any deposits that the Hotel has received from the Group for the event. Notwithstanding the foregoing, Group agrees that, if Group terminates the Agreement in accordance with this Impossibility section within 7 days of the Group's scheduled arrival date, Group will be liable for any expenses Hotel has already incurred in preparation for the Event, including without limitation the purchase of food and beverage for the Event. Any

such amounts will be deducted from any deposit that the Hotel will return to the group or, if no deposit is on file, Hotel will invoice the Group for such amounts.

#### **ABILITY TO PERFORM**

Hotel understands that this Conference is contingent on the Monterey Meeting Connection consisting of the Portola Hotel and Spa, Monterey Marriott and the Monterey Conference Center. Should one of the above parties be unable to perform to the conditions stated in their perspective definite agreements with California-Nevada-Hawaii Districts of Kiwanis and the parties are unable to resolve any such conditions in a mutual manner of understanding, Hotel understands California County Superintendents Educational Services Association may cancel or modify this Agreement without liability.

#### **TERMINATION FOR UNAVAILABILITY OF CONVENTION CENTER**

The performance of this Agreement by California-Nevada-Hawaii Districts of Kiwanis is conditioned on the availability of the Monterey Conference Center as the site for the Event. California-Nevada-Hawaii Districts of Kiwanis agrees that it will exercise best efforts to obtain a written contract with Monterey Conference Center to serve as the site for the Event, and notify the Hotel within five (5) days after the execution of such a contract. If, for any reason beyond the control of California-Nevada-Hawaii Districts of Kiwanis and despite California-Nevada-Hawaii Districts of Kiwanis best effort to obtain a written contract with the Monterey Conference Center, no such contract is signed, this Agreement may be terminated without liability by either party upon written notice within fifteen (15) days thereafter. Likewise, if California-Nevada-Hawaii Districts of Kiwanis earlier notifies Hotel that it will be unable to obtain a written contract with Monterey Conference Center in spite of making best efforts to do so, this Agreement may be terminated upon written notice within fifteen (15) days after such notice has been received by Hotel.

#### **COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and California-Nevada-Hawaii Districts of Kiwanis agree to cooperate with each other to ensure compliance with such laws.

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

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or California-Nevada-Hawaii Districts of Kiwanis 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**

California-Nevada-Hawaii Districts of Kiwanis understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

#### **USE OF OUTSIDE VENDORS**

If California-Nevada-Hawaii Districts of Kiwanis wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

#### **PROGRAM DUE DATE**

Six (6) months prior to the Event, California-Nevada-Hawaii Districts of Kiwanis agrees to give Hotel a preliminary program, including updated attendance figures based upon history. Three (3) months prior to the Event, a definite program with anticipated attendance figures is required. At this time, Hotel will release any space that is not designated on a definite program

#### **VALET PARKING**

Valet Parking is available at a current cost of \$27.00 per day for overnight guests and is subject to change. The prevailing rate at the time of your conference will apply. Public parking is available nearby at a current rate of \$7.00. \*Please note parking rate and taxes are subject to change without notice.

#### **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

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

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement. Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

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

#### **PRIVACY**

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

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

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

#### **IN-HOUSE EQUIPMENT**

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

#### **AUDIO/VISUAL**

Glastonbury is the Audio/Visual provider for the Monterey Marriott. Please be advised that should group utilize the services of an outside provider, that company must meet the following minimum criteria;



- a. A certificate of Insurance holding the Monterey Marriott, it's employees and guests harmless in case of any incident involving an outside Audio/Visual provider covering liability of \$1,000,000.00 per occurrence.
- b. A facility patch fee of \$200.00 per room per day for all rooms utilized will be charged to cover equipment patch-in and utility expenses.
- c. Should your Audio/Visual provider not be present when assistance is requested from an authorized group's representative, a fee of \$75/hr. (minimum four hours) will be charged for the services of a Glastonbury technician.

#### **UNATTENDED ITEMS/ADDITIONAL SECURITY**

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

#### **USE OF OUTSIDE VENDORS**

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

#### **PERFORMANCE LICENSES**

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

#### **MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and California-Nevada-Hawaii Districts of Kiwanis 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.

#### **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**

When presented by the Hotel to California-Nevada-Hawaii Districts of Kiwanis, this document is an invitation by the Hotel to California-Nevada-Hawaii Districts of Kiwanis to make an offer. Upon signature by California-Nevada-Hawaii Districts of Kiwanis, this document will be an offer by California-Nevada-Hawaii Districts of Kiwanis. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies California-Nevada-Hawaii Districts of Kiwanis at any time prior to California-Nevada-Hawaii Districts of Kiwanis' execution of this document, the outlined format and dates will be held by the Hotel for California-Nevada-Hawaii Districts of Kiwanis on a first-option basis until **Friday, July 31, 2020**. If California-Nevada-Hawaii Districts of Kiwanis 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 Districts of Kiwanis 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 Districts of Kiwanis**

**Name: Mark McDonald**

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

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

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

**Approved and authorized by Hotel:**

**Name: Casey Swanston Edwards**

**Title: Destination Sales Executive**

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

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