



GROUP CONTRACT

Date Updated: August 3, 2020

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| <p>Organization: Kiwanis International (CA, NV, HI District) Event Name: Kiwanis Mid-Year Conference North and Board 2021 Contact: Mark W. McDonald Address: 8360 Red Oak Street, Suite 201 Rancho Cucamonga, CA 91730 Phone: Office: 909-989-1500 Direct: 909-736-1703 Email: mark@cnhkiwanis.org</p> | <p>Property: Flamingo Resort & Spa Contact: Ashley Barndt Title: Senior Sales Manager Property Address: 2777 Fourth Street Santa Rosa, CA 95405 Phone: (707) 303-8625 Email: ashley@flamingoresort.com</p> |
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EVENT DATES: March 3-7, 2021

Kiwanis International (CA, NV, HI District) ("Group", "Organization", "you", or "your") and Flamingo Bavarian LLC, d.b.a. Flamingo Resort & Spa ("Hotel" or "We") agree as follows:

FIRST OPTION:

By signing and returning the enclosed copy, along with the initial deposit, of this contract by **August 31, 2020** these arrangements will be agreed to on a definite basis. Between now and this date (unless both parties have agreed upon and fully executed this contract), should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have 48 business hours to confirm on a definite basis. If we do not receive a mutually agreed executed original of this contract from you by this date, this letter will be void and the room block will be automatically released.

STAFF GUEST ROOM COMMITMENT

| | | Wednesday, 3/3/2021 | | Thursday, 3/4/2021 | | Friday, 3/5/2021 | |
|------------------------------------|-------|---------------------|---------|--------------------|---------|------------------|---------|
| Room Type | Rate | Contracted | Minimum | Contracted | Minimum | Contracted | Minimum |
| Flamingo King or Double-Double | \$169 | 0 | 0 | 4 | 3 | 10 | 8 |
| Flamingo Studio (EK) | \$199 | 1 | 1 | 2 | 1 | 3 | 2 |
| Flamingo Studio with Balcony (EKB) | \$209 | 0 | 0 | 1 | 1 | 2 | 2 |
| Flamingo Studio with Patio (EKP) | \$219 | 0 | 0 | 1 | 1 | 2 | 1 |
| Pool View Suite | \$229 | 0 | 0 | 1 | 1 | 2 | 2 |
| Pool View Suite with a Patio | \$259 | 0 | 0 | 1 | 1 | 1 | 1 |
| Total Room Nights | | 1 | 1 | 10 | 8 | 20 | 16 |

Continued...

| | | Saturday, 3/6/2021 | | Sunday, 3/7/2021 | Total Rooms Contracted |
|------------------------------------|-------|--------------------|---------|------------------|------------------------|
| Room Type | Rate | Contracted | Minimum | | |
| Flamingo King or Double-Double | \$169 | 10 | 8 | Check Out | 24 |
| Flamingo Studio (EK) | \$199 | 3 | 2 | | 9 |
| Flamingo Studio with Balcony (EKB) | \$209 | 2 | 2 | | 5 |
| Flamingo Studio with Patio (EKP) | \$219 | 2 | 1 | | 5 |
| Pool View Suite | \$229 | 2 | 2 | | 5 |
| Pool View Suite with a Patio | \$259 | 1 | 1 | | 3 |
| Total Room Nights | | 20 | 16 | | 51 |



Total Contracted Room Revenue: \$9,909 + tax

Room rates are subject to applicable state and local taxes & assessments (currently 14.2% occupancy).

ATTENDEE GUEST ROOM COMMITMENT

| Room Type | Rate | Thursday, 3/4/2021 | | Friday, 3/5/2021 | | Saturday, 3/6/2021 | | Sunday, 3/7/2021 | Total Rooms Contracted |
|------------------------------------|-------|--------------------|---------|------------------|---------|--------------------|---------|------------------|------------------------|
| | | Contracted | Minimum | Contracted | Minimum | Contracted | Minimum | | |
| Flamingo King or Double-Double | \$169 | 5 | 4 | 29 | 25 | 22 | 18 | Check out | 56 |
| Flamingo Studio (EK) | \$199 | 0 | 0 | 3 | 2 | 3 | 2 | | 6 |
| Flamingo Studio with Balcony (EKB) | \$209 | 0 | 0 | 2 | 1 | 2 | 1 | | 4 |
| Flamingo Studio with Patio (EKP) | \$219 | 0 | 0 | 3 | 2 | 1 | 1 | | 4 |
| Pool View Suite | \$229 | 0 | 0 | 2 | 1 | 1 | 1 | | 3 |
| Pool View Suite with a Patio | \$259 | 0 | 0 | 1 | 1 | 1 | 1 | | 2 |
| Total Room Nights | | 5 | 4 | 40 | 32 | 30 | 24 | | 75 |

Total Contracted Room Revenue: \$13,575 + Tax

Room rates are subject to applicable state and local taxes & assessments (currently 14.2% occupancy).

CONCESSIONS

- Complimentary use of Presidential Suite Wednesday night through Saturday night with attrition met
- Complimentary use of one Parlor Suite Wednesday night through Saturday night with attrition met
- 15% off one (1) staff room from Wednesday night through Sunday night with attrition met
- 15% off five (5) staff rooms from Thursday night through Sunday night with attrition met
- No Corkage fee for wine in guest room provided by guest
- Reduced corkage fee of \$10 per bottle in meeting space
- 80% guest room attrition required on a nightly basis
- 3 week cutoff date
- Contract guest room rates are applicable 3 days pre and post based on availability
- Complimentary meeting room and guest room WIFI
- Complimentary Parking
- No Resort Fee

NON - COMMISSIONABLE

Rates are net, non-commissionable.

HOUSING BY ROOMING LIST- STAFF BLOCK

The Hotel understands that the Group will provide a rooming list for all guest room reservations. No reservations will be accepted by the Hotel from individuals. The Hotel will receive at least three (3) weeks prior 2/10/2021 a complete rooming list, including each individual's name, address, payment instructions, actual arrival/departure dates, and type and occupancy of accommodations desired.

INDIVIDUAL CALL IN BLOCK-ATTENDEE BLOCK

The Hotel understands that the individual attendees will be making all guest room reservations. Attendees will call in to make reservations before the cutoff date of 2/10/2021 to receive the discounted group rate. Guests can make reservations at Flamingo Resort & Spa in the following ways:

1. If booking online, we will provide you a booking link and code upon execution of this Agreement for guests to use when completing their reservations. The Hotel reserves the right to change the web address.



2. If booking by phone, guests must call our Central Reservations number. It is important that each of your guests contract the Hotel by the cutoff date and identify themselves as part of “**Kiwanis Mid-Year Conference North and Board 2021.**” Requests should include the guest name, date of stay, and room type

All reservations must be booked with a valid credit card.

RELEASE DATE- ATTENDEE BLOCK

The "Release date" is **2/10/2021** Reservation requests received after the release date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

GUEST ROOM ATTRITION – FOR BOTH BLOCKS

The total number of contracted rooms may be reduced by 20% per night (Guest Room Minimum) as outlined in the Guest Room Commitment. Should the group fall below the daily Guest Room Minimum on any night, the group will be responsible to pay as an attrition fee the difference between the contracted Guest Room Minimum and the group rooms consumed multiplied by the group contracted room type rate (plus applicable taxes).

Individual Cancellation – In addition to the Guest Room Attrition policy, should a guest cancel a reservation for any reason, it must be cancelled 72-Hours (3 full days prior to arrival). For cancellations received within three days of arrival, a fee equal to one night multiplied by the guestroom rate (plus applicable taxes) shall apply. Collection of any Individual Cancellation Fees does not reduce any attrition amount that may be owed by group.

Early Departure- An early departure fee equivalent to the contracted guest room rate (plus applicable taxes) will apply if a guest attendee checks out prior to the confirmed checkout date. Departure date must be confirmed at the time of check-in. Collection of any Early Departure Fees does not reduce any attrition amount that may be owed by group.

No Show- If any guests fail to arrive by 3am the next morning of their reservation arrival date, the guest will incur a fee equal to the contracted guest room rate (plus applicable taxes). Additionally, the reservation will not be guaranteed for the next day and at that time will be considered cancelled. Collection of any No-Show Fees does not reduce any attrition amount that may be owed by group.

EVENT SPACE COMMITMENT

The Hotel is currently holding function space based on the grid below. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel. All function and meeting space is assigned by the Hotel according to the number of persons guaranteed to attend the Group's function. The Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting. The Group agrees to promptly notify the Hotel of any changes in its function space requirements. The hotel highly recommends clients view event spaces prior to securing their reservation. Signature of this contract shall be considered an acknowledgment that the Group is aware of the rented event space room dimensions, included Audio Visual Equipment & Services, and room setup possibilities. A meeting timeline must be submitted at least two weeks prior to the groups arrival date.

Any events with over 150-person occupancy are required to provide a minimum of two certified and bonded security agents. The hotel does not provide private security.

Meeting Room Rental for this program is **\$2,600++**. All fees for meeting and function space are subject to applicable taxes (Currently 9%) and a 21% service charge.

FUNCTION SPACE

Based on the requirements provided by Group, Hotel has reserved the function space set forth below:



| Date | Start Time | End Time | Function | Room | Setup | Agr | Room Rental |
|---------------------|------------|--------------|---|------------------------|---------|--------|--------------------|
| Wednesday, 3/3/2021 | 8AM | 24 hour hold | Office & Storage | Oak Room or Guest Room | TBD | -- | \$200 |
| Thursday, 3/4/2021 | 8AM | 24 hour hold | Office & Storage | Oak Room or Guest Room | TBD | -- | \$200 |
| Friday, 3/5/2021 | 8AM | 24 hour hold | Office & Storage | Oak Room or Guest Room | TBD | -- | \$200 |
| Friday, 3/5/2021 | 9AM | 6PM | Breakout Room – Committee Meeting | Alexander Room | U Shape | 30 | \$200 |
| Friday, 3/5/2021 | 1PM | 5PM | Breakout Room – Board of Trustees Meeting | Courtyard 1 Room | Special | 30-50 | \$200 |
| Friday, 3/5/2021 | 4PM | 10PM | General Session Set Up | Ballroom | Special | -- | \$200 daily set up |
| Saturday, 3/6/2021 | 8AM | 24 hour hold | Office & Storage | Oak Room or Guest Room | TBD | -- | \$200 |
| Saturday, 3/6/2021 | 6AM | 5PM | Registration | Lobby/Foyer | TBD | -- | Comp |
| Saturday, 3/6/2021 | 7AM | 8AM | Breakfast | Garden Room | Rounds | 25-40 | \$100 |
| Saturday, 3/6/2021 | 8AM | 10PM | General Session, Luncheon, Reception and Dinner | Ballroom | Special | 70-150 | \$200 daily set up |
| Saturday, 3/6/2021 | 9:30AM | 4PM | Breakout Room #1 | Courtyard 1 | Theater | 80 | \$200 |
| Saturday, 3/6/2021 | 9:30AM | 4PM | Breakout Room #2 | Courtyard 2 | Theater | 80 | \$200 |
| Saturday, 3/6/2021 | 9:30AM | 4PM | Breakout Room #3 | Garden | Theater | 50 | \$100 |
| Saturday, 3/6/2021 | 9:30AM | 4PM | Breakout Room #4 | Alexander Room | Theater | 50 | \$200 |
| Sunday, 3/7/2021 | 8AM | 12PM | Office & Storage | Oak Room or Guest Room | TBD | -- | \$200 |

Average Meal Pricing Per Person: (Inclusive of current Tax – 9% and Event Fee– 21%).

The below pricing is based on meal selections from 2019

\$29 Plated Breakfast

\$46 Plated Lunch

\$59 Plated Dinner

FOOD & BEVERAGE MINIMUMS

Group agrees to provide a minimum of **\$10,000++** in banquet food and beverage revenue based on above meal pricing and a total count of 150 attendees. Should the Group's banquet food and beverage fall below this amount, the Group will be responsible for the remaining balance as a Set Up fee. Please note this does not include the service charge currently at 21% and tax of 9%. This amount will be placed on the Group's master account.

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from the hotel may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive



service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

The official Menu order is due 4 weeks prior to the meeting and event date. Final food quantities on all food and beverage orders are due **5 business days**. Any changes within the 5-business day to menu or addition to quantity of order will incur a 15% price increase. Service Charge is subject to change at any time.

TWENTY- FOUR HOUR HOLD

If approved, the group may hold the rented meeting space for 24 hours, an additional holding fee will apply. If items are left in a meeting room overnight, the hotel is not responsible for lost or damaged items.

FOOD & BEVERAGE SERVICE

The food and beverage minimum day of service includes a banquet captain day of the event (max of 8 hours). This event captain will refresh beverage stations inside of meeting room during meeting breaks only, unless otherwise requested by the day of contact.

For additional service needs, the event banquet captain will be on call during the contracted event and meeting time. If the meeting exceeds the contracted event time, a \$250 labor fee per hour will apply. Set-up of a satellite bar may be required depending on the final number of guests a fee of \$100.00 per bar will apply towards set-up & service.

THIRD PARTY VENDORS:

Flamingo Resort & Spa is not liable for vendor services contracted for an event or meeting outside of the hotel's services. Arrangements with third party vendors and suppliers are subject to the approval of Flamingo Resort & Spa and may require Certificates of Insurance by Flamingo Resort & Spa.

DECORATIONS & FURNISHINGS

Flamingo Resort & Spa does not permit the affixing of anything to walls, floors or ceiling. All events will utilize existing Flamingo Resort & Spa furniture, entertainment, and décor, unless rented at an additional cost from an approved third-party vendor. Furniture moving and/or storage fees may apply.

ARRIVAL/DEPARTURE

Check-in Time: 3:00 p.m.

Check-out Time: 11:00 a.m.

Late checkout is subject to availability and based upon prior arrangements with Hotel Management. A late charge of 50% of the group room rate will apply for any checkouts from 11:00 - 3:00 p.m. unless prior written arrangements are made with Hotel Management. Checkout after 3:00 p.m. is subject a charge equal to one night's room and tax.

PAYMENT ARRANGEMENTS – STAFF Room and Tax Routed to Master Account

The Hotel accepts wire transfers and all major credit cards for payment of a portion or the entire balance in your Master Account. Full payment of all charges must be received by **(3/30/2021 pending Direct Bill approval)**. Failure to remit payment when due will result in cancellation of all arrangements outlined in this Agreement and the Group shall be liable for amounts described in the cancellation option provision of this Agreement. Credit procedures will be provided to Group by the Hotel upon the request for a credit application.

Group will accept responsibility for payment of guest rooms and applicable taxes, as well as all event-related charges and applicable taxes. Individual members of the Group shall be responsible for any charges incurred by them which are not authorized to be billed to the Master Account. All charges incurred are to be paid upon checkout.

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ATTENDEE GUEST ROOM - - PAYMENT ARRANGEMENTS – Individual Pays on Own

Individual members of the Group shall be responsible for ALL charges incurred by them. Guest reservations must be secured by a valid credit card.

DEPOSITS SCHEDULE



| | ESTIMATED GROUP REVENUE |
|---|-------------------------------|
| Total STAFF Accommodation Room, Tax, Meals & Event Space Rental: | \$23,916 |
| \$2,000 due upon signature of contract agreement (8/31/2020): | \$2,000 |
| \$6,000 due by (2/10/2021) | \$6,000 |
| Any remaining balance will be due 30 days after completion of program (upon Direct Bill approval) | Estimated: \$15,916 remaining |

* An electronic credit card authorization form must be received with the signed contract. The group credit card will be charged cancellation fees should the Group cancel or attrition fees should the group reduce below the contracted room block. Any "No Show" reservations who do not check-in despite a booked reservation will be automatically charged to the Master Account unless an alternate payment method is provided by the Group contact.

DELIVERY/PORTERAGE FEES:

Porterage is \$5.00 for up to 2 Bags - Roundtrip for all group arrivals. Each additional bag- \$5.00 round trip. If arrivals are on an individual basis, porterage is at guest discretion. Please specify in your billing instructions if porterage is to be charged to the individual folios or to a master account.

Other deliveries or excessive luggage will be charged as follows (based on 'one-way'). "Other" and "excessive" delivery charges will be billed to the master account unless otherwise stipulated.

| | | |
|---------------------------------|---------|---------------|
| Gift delivery | \$3.00 | per item/room |
| Boxes | \$5.00 | per package |
| Large Boxes including trunks: | \$10.00 | per box |
| Equipment or excessive luggage: | \$23.00 | per cart |
| Large pallets: | \$50.00 | per pallet |

The hotel requires advance notice of deliveries exceeding five (5) boxes, and does not guarantee storage of excessive luggage or boxes without prior approval by Hotel Management. Storage charges may apply up to the cost of guestroom rental per night.

CANCELLATION OPTION

Either the Hotel or Group may cancel this contract without cause upon written notice to the other party at any time prior to the event and upon payment of an amount based on the following scale, plus applicable taxes:

| | |
|---|---|
| Contract signing to 12/2/2020 (91 days out): | \$24,500.00 (70% of ALL contracted room revenue plus 50% of Food & Beverage minimum and room rental) |
| 12/3/2020 (90 Days out)- 1/31/2021(31 days out): | \$29,620.00 (80% of ALL contracted room revenue plus 70% of Food & Beverage Minimum and room rental) |
| 2/1/2021 (30 days out) to the official arrival date: | \$36,000 (90% of ALL contracted room revenue plus 100% of Food & Beverage Minimum and room rental) |



Payment due as a result of this cancellation option shall be made by the canceling party to the non-canceling party at the time this Agreement is canceled upon giving written notice.

The Hotel and Group intend to liquidate damages in the event that either party utilizes the cancellation option set forth in this section. Therefore, the Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event of cancellation and (b) that the liquidated damages set forth in this section do not constitute a penalty.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

ARBITRATION/DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to this contract, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this contract.

WAIVER

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

COMPLIANCE WITH LAW

This Contract is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and Group agrees to operate with each other to ensure compliance with such laws.

DAMAGES

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

FORCE MAJEURE

Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed upon dates as soon as practicable after the force majeure condition ceases to exist.

INSURANCE



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

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

ENFORCEABILITY

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

FACSIMILE SIGNATURES

This agreement in its entirety may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space.

ACCEPTANCE

This Contract and any attachments constitute the entire Contract between the Parties with respect to the subject matter hereof and shall supersede all previous proposals both oral and written, negotiations, representations, commitments, and other communications between the Parties. This contract may not be released, discharged, changed or modified except by an instrument in writing signed by duly authorized representatives of both Parties.

When signed by representatives of both Parties, this Contract will constitute a binding contract between the Group and the Hotel.

Approved and authorized by Group

Signature:

Name:

Title:

Date:

Approved and authorized by: Flamingo Bavarian LLC, d.b.a. Flamingo Resort & Spa and its authorized agent

Signature:

Name:

Title:

Date: