

2020-21 Circle K General Fund Budget

		2020-21 Revised Budget	2020-21 Budget	2019-20 YTD	2019-20 Budget
		July-June	Oct-Sept	Oct-Sept	Oct-Sept
CASH RECEIPTS					
10.401.0	District Per Capita 1900 x \$10.00	\$19,000.00	\$19,000.00	\$20,320.00	\$25,000.00
10.417.0	International Convention (2020 Las Vegas)	\$0.00	\$0.00	\$450.00	\$400.00
10.418.0	President's Retreat	\$0.00	\$0.00	\$2,345.00	\$2,800.00
10.419.0	Spring Training Conference	\$0.00	\$0.00	\$124.30	\$3,000.00
10.440.20	Investment Income	\$200.00	\$200.00	\$257.81	\$250.00
	Total General Fund Receipts	\$19,200.00	\$19,200.00	\$23,497.11	\$31,450.00
DISBURSEMENTS					
<i>Administrative</i>					
10.541.0	Computer Software, Small Equipment & Webinars	\$250.00	\$250.00	\$472.38	\$200.00
10.542.0	Telephone	\$250.00	\$250.00	\$60.33	\$400.00
10.542.05	Web Site	\$60.00	\$60.00	\$55.00	\$150.00
10.544.0	Office Supplies	\$50.00	\$50.00	\$44.06	\$300.00
10.546.0	Postage & Shipping	\$200.00	\$200.00	\$207.90	\$200.00
10.548.0	Printing	\$500.00	\$500.00	\$10.33	\$500.00
10.566.0	Annual Audit	\$150.00	\$150.00	\$164.80	\$250.00
10.579	Bank Charges	\$0.00	\$0.00	\$0.00	\$25.00
10.699.03	Service Leadership Dept. Expense (KDO Expenses)	\$5,500.00	\$5,500.00	\$3,862.50	\$5,500.00
	Total Administrative	\$6,960.00	\$6,960.00	\$4,877.30	\$7,525.00
<i>Officer & Board</i>					
10.582.0	Governor Travel & Administrative	\$1,500.00	\$1,500.00	\$825.44	\$2,000.00
10.588.0	Exec Board Travel (April-June 2021) (Travel to STC's)	\$500.00	\$0.00	\$0.00	\$750.00
10.591.0	Secretary Travel & Administrative	\$450.00	\$450.00	\$240.26	\$750.00
10.592.0	Treasurer Travel & Administrative	\$450.00	\$450.00	\$579.27	\$750.00
10.595.0	Spring Training Conference	\$0.00	\$0.00	\$0.00	\$2,500.00
NEW	Board Officer Expense	\$0.00	\$500.00	\$0.00	\$0.00
10.597.01	Board Travel to Hawaii (Governor Only)	\$0.00	\$0.00	\$0.00	\$1,500.00
10.597.03	Incentive Program (Pins)	\$500.00	\$500.00	\$0.00	\$500.00
10.598	President's Retreat Expense	\$0.00	\$0.00	\$2,008.85	\$2,400.00
NEW	Hawaii Students Travel to DCON	\$1,500.00	\$1,500.00	\$0.00	\$1,500.00

2020-21 Circle K General Fund Budget

10.650.0	Board Reserve	\$0.00	\$0.00	\$0.00	\$1,000.00
	Total Officer & Board	\$4,900.00	\$4,900.00	\$3,653.82	\$13,650.00
	Committee Expense				
10.681.0	Board Meeting Expense	\$0.00	\$0.00	\$0.00	\$0.00
10.682.0	MD&E Chair	\$100.00	\$100.00	\$50.86	\$100.00
10.684	Foundation Training Funds Reimb.	\$400.00	\$400.00	\$199.58	\$500.00
10.685	Kiwanis Committee Expense	\$1,500.00	\$1,500.00	\$1,403.48	\$2,750.00
10.690.0	Kiwanis Family & Foundation Chair	\$400.00	\$400.00	\$399.94	\$400.00
10.692.0	International Convention	\$0.00	\$0.00	\$1,207.60	\$1,400.00
10.693.0	Service Chair	\$250.00	\$250.00	\$250.00	\$250.00
10.693.05	Service Project Expenses	\$300.00	\$300.00	\$0.00	\$200.00
10.694	Awards Chair	\$0.00	\$0.00	\$0.00	\$0.00
10.695.0	Tech Chair	\$300.00	\$300.00	\$30.00	\$150.00
10.697	Communications and Marketing Chair	\$150.00	\$150.00	\$142.85	\$150.00
10.694.0	Membership Recognition Chair	\$150.00	\$150.00	\$90.78	\$150.00
10.698.0	Miscellaneous Expense	\$0.00	\$0.00	\$43.53	\$0.00
NEW	Administration & Operations Chair	\$100.00	\$100.00	\$0.00	\$0.00
	Lt. Governor's Budgets	\$3,600.00	\$3,600.00	\$2,462.92	\$4,500.00
	Total Committee Expense	\$7,250.00	\$7,250.00	\$6,281.54	\$10,550.00
	Total Budgeted Disbursements	\$19,110.00	\$19,110.00	\$14,812.66	\$31,725.00
	Net Budgeted Revenue Over <Expense>	\$90.00	\$90.00	\$8,684.45	-\$275.00

Circle K Board Approval: May 3, 2020

		2020-21 Revised Budget	2020-21 Budget	2019-20 YTD	2019-20 Budget
	Interfund Transfers				
10.910.00	District Convention Profits	\$0.00	\$0.00	\$0.00	\$0.00
10.911.00	F.T.C. Profits	\$0.00	\$0.00	\$0.00	\$0.00
	Net Revenue Over <Expense>	\$90.00	\$90.00	\$8,684.45	-\$275.00

2020-21 Circle K General Fund Budget

Lt. Governor's Travel & Office

10.601.0	Capital	\$400.00	\$400.00	\$468.78	\$500.00
10.602.0	Central Coast	\$400.00	\$400.00	\$499.99	\$500.00
10.606.0	Desert Oasis	\$400.00	\$400.00	\$404.23	\$500.00
10.607.0	Foothill	\$400.00	\$400.00	\$226.76	\$500.00
10.609.0	Golden Gate	\$400.00	\$400.00	\$0.00	\$500.00
10.604.0	Citrus	\$400.00	\$400.00	\$39.14	\$500.00
10.603.0	Metro	\$400.00	\$400.00	\$182.77	\$500.00
10.605.0	Paradise	\$400.00	\$400.00	\$142.00	\$500.00
10.608.0	Sunset	\$400.00	\$400.00	\$499.25	\$500.00
Total Lt. Gov. Travel & Office		\$3,600.00	\$3,600.00	\$2,462.92	\$4,500.00

Approved by Circle K District Board

Other Revenue & Expense

10.843	District Project Income (District Prof. Development Conf.)	\$0.00	\$0.00	\$0.00	\$0.00
10.843.05	District Project Income (DLSSP)	\$0.00	\$0.00	\$1,444.00	\$0.00
10.844	District Project Income (Kiwanis Family House)	\$0.00	\$0.00	\$2,418.15	\$0.00
10.846	District Project Income (PTP Fundraising Income)	\$0.00	\$0.00	\$3,998.04	\$0.00
10.846.01	District Project Income (Crazy Komp Income for PTP)	\$0.00	\$0.00	\$4,063.00	\$0.00
10.845.00	District Project Income (Trevor Project)	\$0.00	\$0.00	\$9,611.72	\$0.00
10.848	District Project Income (UNICEF) Eliminate	\$0.00	\$0.00	\$0.00	\$0.00
10.849.00	Children's Defence Fund	\$0.00	\$0.00	\$110.00	\$0.00
10.851.01	District Project Expense (Crazy Komp Expenses)	\$0.00	\$0.00	(\$130.00)	\$0.00
10.852	District Project Expense (District Prof. Development Conf.)	\$0.00	\$0.00	\$0.00	\$0.00
10.852.05	District Project Expense (DLSSP)	\$0.00	\$0.00	(\$946.08)	\$0.00
10.853	District Project Contribution (Kiwanis Family House)	\$0.00	\$0.00	(\$2,418.15)	\$0.00
10.854	District Project Contribution (Trevor Project)	\$0.00	\$0.00	\$0.00	\$0.00
10.856	District Project Contribution (CNH Foundation for PTP)	\$0.00	\$0.00	(\$7,931.04)	\$0.00
10.858	District Project Contribution (UNICEF) Eliminate	\$0.00	\$0.00	\$0.00	\$0.00
10.887.00	CNH Kiwanis DCON Expense	\$0.00	\$0.00	(\$63.69)	\$0.00
Total Other Income <Expense>		\$0.00	\$0.00	\$10,155.95	\$0.00

2020-21 Circle K General Fund Budget

<i>Net Revenue Over <Expense></i>	<u>\$90.00</u>	<u>\$90.00</u>	<u>\$18,840.40</u>	<u>(\$275.00)</u>
--	----------------	----------------	--------------------	-------------------

2020-21 Key Club General Fund Budget

		2020-2021 Revised Budget	2020-2021 Budget	2019-2020 Actual YTD	2019-2020 Budget
CASH RECEIPTS		July-June	Oct-Sept	Oct-Sept	Oct-Sept
10.401.0	District Per Capita (33,000 x \$4.50)	\$148,500.00	\$148,500.00	\$153,210.50	\$162,000.00
10.440.10	Investment Income	\$3,000.00	\$3,000.00	\$1,123.69	\$4,000.00
Total General Fund Receipts		\$151,500.00	\$151,500.00	\$154,334.19	\$166,000.00
DISBURSEMENTS					
<i>Administrative</i>					
10.540.0	Credit Card Service Fees	\$50.00	\$50.00	\$15.78	\$50.00
10.541.0	Computer Software, Small Equipment	\$500.00	\$500.00	\$1,521.25	\$500.00
10.542.02	Telephone	\$2,500.00	\$2,500.00	\$1,649.05	\$2,500.00
10.542.01	Web Conferencing	\$2,000.00	\$2,000.00	\$2,108.09	\$3,500.00
10.544.0	Office Supplies	\$250.00	\$250.00	\$16.45	\$500.00
10.545.0	Web Site Maintenance	\$0.00	\$0.00	\$0.00	\$0.00
10.546.0	Postage & Shipping	\$1,200.00	\$1,200.00	\$845.19	\$1,200.00
10.548.0	Printing	\$2,000.00	\$2,000.00	\$1,553.17	\$3,500.00
10.549.0	Professional Fees-Merrill Lynch	\$150.00	\$150.00	\$150.00	\$150.00
10.566.0	Annual Audit	\$1,200.00	\$1,200.00	\$988.00	\$1,200.00
10.579.0	Bank Fees-Cash Short/Over	\$0.00	\$0.00	\$0.00	\$0.00
10.585.0	Bad Debt	\$0.00	\$0.00	\$0.00	\$0.00
10.699.03	Service Leadership Department Expense	\$92,700.00	\$92,700.00	\$69,525.00	\$92,700.00
Total Administrative		\$102,550.00	\$102,550.00	\$78,371.98	\$105,800.00
<i>Officer & Board</i>					
10.582.0	Governor Travel & Administrative	\$3,950.00	\$3,600.00	\$3,147.30	\$5,300.00
10.591.0	Secretary Travel & Administrative	\$1,475.00	\$1,150.00	\$1,650.00	\$3,500.00
10.592.0	Treasurer Travel & Administrative	\$1,475.00	\$1,150.00	\$2,424.74	\$3,000.00
10.595.01	RTC Travel	\$1,200.00	\$1,200.00	\$1,150.12	\$1,700.00
10.596.0	Exec. Board Training	\$500.00	\$8,000.00	\$0.00	\$1,000.00
10.597.03	Int'l Convention Travel Support	\$0.00	\$0.00	\$5,250.00	\$5,500.00
10.597.05	Hawaii Travel Support (to Dist. Conv.)	\$0.00	\$0.00	\$0.00	\$0.00
10.598.0	Key Leader Scholarships (10 per camp x's \$35.00)	\$0.00	\$0.00	\$0.00	\$0.00
10.599	Board Gift to Governor	\$150.00	\$150.00	\$127.45	\$150.00
	Travel & Expense Div. 2-47	\$18,835.00	\$18,835.00	\$9,368.33	\$19,900.00
10.650.0	Board Reserve	\$4,300.00	\$4,300.00	\$2,459.01	\$6,000.00
10.651.0	Board Meeting Expenses	\$0.00	\$0.00	\$0.00	\$100.00
Total Officer & Board		\$31,885.00	\$38,385.00	\$25,576.95	\$46,150.00
<i>Committee Expense</i>					
10.685.0	Prada Scholarship	\$500.00	\$500.00	\$500.00	\$500.00
10.695.01	Comm. & Marketing	\$50.00	\$50.00	\$91.48	\$125.00
10.696.0	Convention Chair	\$50.00	\$50.00	\$111.47	\$125.00
10.693.0	Kiwanis Family & Foundation	\$50.00	\$50.00	\$0.00	\$125.00
10.691.0	MD&E Chair	\$50.00	\$50.00	\$90.65	\$125.00
10.694.0	Membership Recognition	\$50.00	\$50.00	\$72.03	\$125.00
10.697	News Editor	\$50.00	\$50.00	\$114.99	\$125.00
10.692.0	P.I.E. Chair	\$50.00	\$50.00	\$98.83	\$125.00
10.697.03	District Visual Media Editor	\$50.00	\$50.00	\$97.08	\$125.00
10.690.0	Service Project Chair	\$50.00	\$50.00	\$0.00	\$125.00
10.697.01	Tech. Editor	\$50.00	\$50.00	\$0.00	\$125.00
10.698	Miscellaneous Expense	\$0.00	\$0.00	\$0.00	\$0.00
10.699.01	Kiwanis Committee Reimbursement	\$6,000.00	\$6,000.00	\$6,023.07	\$8,500.00
10.699.05	Foundation Training Funds Reimb.	\$3,500.00	\$3,500.00	\$3,321.95	\$5,500.00
Total Committee Expense		\$10,500.00	\$10,500.00	\$10,521.55	\$15,750.00
Total Disbursements		\$144,935.00	\$151,435.00	\$114,470.48	\$167,700.00
Net Budgeted Revenue over (Expense)		\$6,565.00	\$65.00	\$39,863.71	(\$1,700.00)
<i>Other Revenue & (Expense)</i>					
10.846.10	District Project Income [Fall Rally North]	\$0.00	\$0.00	\$24,717.79	0.00
10.856.10	District Project (Expense) [Fall Rally North]	\$0.00	\$0.00	(397.20)	0.00
10.846.20	District Project Income [Fall Rally South]	\$0.00	\$0.00	102,470.72	0.00
10.856.20	District Project (Expense) [Fall Rally South]	\$0.00	\$0.00	(64,755.64)	0.00
10.857.00	Eliminate Contribution	\$0.00	\$0.00	\$0.00	0.00
10.849	PTP Income [Contributions to CNH Foundation]	\$0.00	\$0.00	197,845.29	0.00
10.850.00	Eliminate Income	\$0.00	\$0.00	\$0.00	0.00
10.858.0	Contribution to CNH Foundation for PTP	\$0.00	\$0.00	(\$200,000.00)	0.00
10.861	Fundraising Income (Polo's)	\$0.00	\$0.00	3,715.00	0.00
10.862	PTP Fundraising Income (ribbons, buttons & wristbands)	\$0.00	\$0.00	\$0.00	0.00
10.864	Fundraising Expense (Polo's)	\$0.00	\$0.00	(3,774.71)	0.00
10.864.01	Fundraising Expense (ribbons, buttons & wristbands)	\$0.00	\$0.00	(\$2,059.93)	0.00
10.885.00	CNH Kiwanis DCON Expenses	\$0.00	\$0.00	(\$127.38)	0.00
Total Other Revenue (Expense)		0.00	0.00	57,633.94	0.00
Net Budgeted Revenue over (Expense) + Other Revenue and (Expense)		\$6,565.00	\$65.00	\$97,497.65	(\$1,700.00)
<i>Interfund Transfer</i>					
20.921	District Convention Profit				
Net Revenue over (Expense)		\$6,565.00	\$65.00	\$97,497.65	(\$1,700.00)
Key Club Board Approval: May 23, 2020					
		2020-2021 Revised Budget	2020-2021 Budget	2019-2020 Actual YTD	2019-2020 Budget
10.602.0	<i>Lt. Governor's Travel & Office</i>	\$225.00	\$225.00	\$214.90	\$225.00
	Division 2 North	\$225.00	\$225.00	\$214.90	\$225.00

2020-21 Key Club General Fund Budget

10.602.01	Division 2 South	\$200.00	\$200.00	\$189.79	\$200.00
10.603.0	Division 3 North	\$125.00	\$125.00	\$0.00	\$100.00
10.603.01	Division 3 South	\$175.00	\$175.00	\$0.00	\$150.00
10.604.03	Division 4 Central	\$200.00	\$200.00	\$200.00	\$200.00
10.604.0	Division 4 East	\$275.00	\$275.00	\$0.00	\$250.00
10.604.02	Division 4 North	\$275.00	\$275.00	\$275.00	\$275.00
10.604.04	Division 4 South	\$250.00	\$250.00	\$0.00	\$250.00
10.604.01	Division 4 West	\$250.00	\$250.00	\$250.00	\$250.00
10.605.0	Division 5 North	\$200.00	\$200.00	\$0.00	\$175.00
10.605.01	Division 5 South	\$150.00	\$150.00	\$0.00	\$200.00
10.607.0	Division 7 North	\$175.00	\$175.00	\$93.33	\$325.00
10.607.01	Division 7 South	\$250.00	\$250.00	\$219.96	\$250.00
NEW	Division 7 West	\$150.00	\$150.00	\$0.00	\$0.00
10.608.0	Division 8	\$300.00	\$300.00	\$202.22	\$300.00
10.610.0	Division 10 North	\$150.00	\$150.00	\$0.00	\$175.00
10.610.01	Division 10 South	\$200.00	\$200.00	\$0.00	\$225.00
10.611.0	Division 11	\$325.00	\$325.00	\$0.00	\$325.00
10.612.01	Division 12 East	\$250.00	\$250.00	\$189.19	\$250.00
10.612.02	Division 12 South	\$250.00	\$250.00	\$39.33	\$225.00
10.612.0	Division 12 West	\$250.00	\$250.00	\$275.00	\$275.00
10.613.0	Division 13 North	\$225.00	\$225.00	\$225.00	\$250.00
10.613.01	Division 13 South	\$375.00	\$375.00	\$347.01	\$375.00
10.613.02	Division 13 West	\$150.00	\$150.00	\$0.00	\$150.00
10.614.0	Division 14	\$225.00	\$225.00	\$0.00	\$225.00
10.615.01	Division 15 East	\$275.00	\$275.00	\$128.63	\$350.00
10.615.02	Division 15 North	\$225.00	\$225.00	\$193.09	\$225.00
10.615.03	Division 15 South	\$125.00	\$125.00	\$175.00	\$175.00
10.616.03	Division 16 East	\$225.00	\$225.00	\$58.14	\$250.00
10.616.0	Division 16 North	\$250.00	\$250.00	\$0.00	\$250.00
10.616.01	Division 16 South	\$150.00	\$150.00	\$66.70	\$175.00
10.616.04	Division 16 West	\$125.00	\$125.00	\$175.00	\$175.00
10.618.0	Division 18 East	\$200.00	\$200.00	\$69.10	\$275.00
10.618.01	Division 18 West	\$100.00	\$100.00	\$0.00	\$125.00
10.619.01	Division 19 North	\$200.00	\$200.00	\$249.51	\$250.00
10.619.0	Division 19 South	\$275.00	\$275.00	\$0.00	\$300.00
10.620.0	Division 20	\$150.00	\$150.00	\$0.00	\$150.00
10.621.0	Division 21	\$300.00	\$300.00	\$141.26	\$325.00
10.622.0	Division 22 H	\$200.00	\$200.00	\$104.42	\$225.00
10.622.01	Division 22 K	\$250.00	\$250.00	\$250.00	\$250.00
10.622.02	Division 22 M	\$975.00	\$975.00	\$940.38	\$975.00
10.623.0	Division 23	\$350.00	\$350.00	\$331.41	\$350.00
10.624.0	Division 24/29	\$225.00	\$225.00	\$0.00	\$275.00
10.626.0	Division 26 North	\$300.00	\$300.00	\$65.21	\$325.00
10.626	Division 26 South	\$250.00	\$250.00	\$0.00	\$250.00
10.627.0	Division 27 North	\$250.00	\$250.00	\$208.91	\$275.00
10.627.01	Division 27 South	\$325.00	\$325.00	\$0.00	\$275.00
10.628.04	Division 28 East	\$225.00	\$225.00	\$0.00	\$225.00
10.628.02	Division 28 North	\$250.00	\$250.00	\$0.00	\$275.00
10.628.01	Division 28 South	\$225.00	\$225.00	\$189.73	\$250.00
10.628.03	Division 28 West	\$225.00	\$225.00	\$250.00	\$250.00
10.630.0	Division 30 North	\$350.00	\$350.00	\$325.00	\$325.00
10.630.01	Division 30 South	\$300.00	\$300.00	\$300.00	\$300.00
10.631.0	Division 31	\$250.00	\$250.00	\$138.52	\$275.00
10.632.0	Division 32	\$285.00	\$285.00	\$0.00	\$300.00
10.633.0	Division 33	\$100.00	\$100.00	\$0.00	\$200.00
10.634.0	Division 34 North	\$350.00	\$350.00	\$320.88	\$350.00
10.634.1	Division 34 South	\$250.00	\$250.00	\$191.04	\$250.00
10.635.0	Division 35 East	\$325.00	\$325.00	\$0.00	\$300.00
10.635.01	Division 35 West	\$350.00	\$350.00	\$280.47	\$325.00
10.636.0	Division 36 East	\$200.00	\$200.00	\$42.00	\$200.00
10.636.01	Division 36 West	\$225.00	\$225.00	\$0.00	\$300.00
10.637.03	Division 37 East	\$225.00	\$225.00	\$0.00	\$225.00
10.637.02	Division 37 North	\$225.00	\$225.00	\$0.00	\$275.00
10.637.01	Division 37 South	\$225.00	\$225.00	\$225.00	\$225.00
10.637.04	Division 37 West	\$250.00	\$250.00	\$73.20	\$300.00
10.638.0	Division 38 East	\$150.00	\$150.00	\$0.00	\$175.00
10.638.01	Division 38 West	\$250.00	\$250.00	\$0.00	\$250.00
10.639.0	Division 39	\$300.00	\$300.00	\$0.00	\$300.00
10.642.0	Division 42 East	\$225.00	\$225.00	\$225.00	\$225.00
10.642.01	Division 42 West	\$175.00	\$175.00	\$0.00	\$200.00
10.643.0	Division 43	\$175.00	\$175.00	\$0.00	\$175.00
10.644.01	Division 44 North	\$225.00	\$225.00	\$280.00	\$375.00
10.644.02	Division 44 South	\$250.00	\$250.00	\$375.00	\$375.00
New	Division 44 West	\$250.00	\$250.00	\$0.00	\$0.00
10.645.0	Division 45	\$75.00	\$75.00	\$0.00	\$125.00
10.646.0	Division 46 North	\$275.00	\$275.00	\$275.00	\$300.00
10.646.01	Division 46 South	\$150.00	\$150.00	\$0.00	\$225.00
10.647.0	Division 47	\$175.00	\$175.00	\$0.00	\$175.00
Total Lt. Gov. Travel & Office		\$18,835.00	\$18,835.00	\$9,368.33	\$19,900.00

**2020-21
KIWIN'S General Fund Budget**

		2020-21	2020-21	2019-20	2019-20
		Revised Budget	Budget	Actual	Budget
		July-June	Oct-Sept	Oct-Sept	Oct-Sept
CASH RECEIPTS					
10.401.0	District Per Capita (1950 x \$7.00)	\$13,650.00	\$13,650.00	\$13,123.00	\$15,050.00
10.423	Sid Smith Award	\$0.00	\$0.00	\$0.00	\$300.00
10.440.0	Interest Income	\$75.00	\$75.00	\$110.80	\$100.00
	Total General Fund Receipts	\$13,725.00	\$13,725.00	\$13,233.80	\$15,450.00
DISBURSEMENTS					
Administrative					
10.541.00	Computer Software/Equip/email	\$200.00	\$200.00	\$472.38	\$150.00
10.542.0	Telephone	\$300.00	\$300.00	\$60.32	\$200.00
10.542.01	Conference Calls	\$150.00	\$150.00	\$0.00	\$150.00
10.544.0	Office Supplies	\$50.00	\$50.00	\$0.00	\$250.00
10.545.0	Web Site Maintenance	\$200.00	\$200.00	\$204.00	\$180.00
10.546.0	Postage & Shipping	\$50.00	\$50.00	\$29.05	\$75.00
10.548.0	Printing	\$250.00	\$250.00	\$37.18	\$350.00
10.566.0	Annual Audit	\$100.00	\$100.00	\$75.69	\$100.00
10.699.03	Service Leadership Department Expense	\$5,150.00	\$5,150.00	\$3,862.50	\$5,150.00
	Bank Charges	\$0.00	\$0.00	\$0.00	\$0.00
	Total Administrative	\$6,450.00	\$6,450.00	\$4,741.12	\$6,605.00
Officer & Board					
10.582.0	Governor Travel & Administrative	\$2,000.00	\$2,000.00	\$1,612.81	\$2,200.00
10.591.0	Secretary Travel & Administrative	\$215.00	\$215.00	\$113.98	\$215.00
10.592.0	Treasurer Travel & Administrative	\$215.00	\$215.00	\$197.96	\$215.00
10.594.0	Publication Editor's Expense	\$180.00	\$180.00	\$180.00	\$180.00
10.596.0	Board Officer Expense	\$0.00	\$650.00	\$0.00	\$100.00
	Travel & Expense Divisions	\$1,984.50	\$1,944.00	\$537.70	\$1,944.00
10.650.0	Board Reserve	\$0.00	\$0.00	\$32.02	\$0.00
	Total Officer & Board	\$4,594.50	\$5,204.00	\$2,674.47	\$4,854.00
Committee Expense					
10.682.0	MD&E Chair	\$40.50	\$40.50	\$40.00	\$40.50
10.685	Sid Smith Award	\$0.00	\$0.00	\$0.00	\$300.00
10.687	ICON Travel (IP Governor, & DA) ICON Only	\$1,000.00	\$1,000.00	\$1,295.00	\$1,800.00
10.694.0	Awards Chair	\$40.50	\$40.50	\$0.00	\$40.50
10.696.0	Convention Chair	\$40.50	\$40.50	\$40.50	\$40.50
10.695	Tech Chair	\$40.50	\$40.50	\$0.00	\$40.50
10.690.00	Kiwanis Family & Foundation Chair	\$40.50	\$40.50	\$0.00	\$40.50
10.698.0	Miscellaneous Expense	\$0.00	\$0.00	\$0.00	\$0.00
10.699	Kiwanis KIWIN'S Committee Reimbursement	\$200.00	\$200.00	\$0.00	\$1,000.00
10.699.05	Foundation Training Funds Reimbursement	\$500.00	\$500.00	\$0.00	\$500.00
	Total Committee Expense	\$1,902.50	\$1,902.50	\$1,375.50	\$3,802.50
	Total Disbursements	\$12,947.00	\$13,556.50	\$8,791.09	\$15,261.50
	Net Budgeted Revenue over (Expense)	\$778.00	\$168.50	\$4,442.71	\$188.50

**2020-21
KIWIN'S General Fund Budget**

<i>Interfund Transfer</i>					
20.921	District Convention Profit	\$0.00	\$0.00	\$0.00	\$0.00
	Net Revenue over (Expense)	\$778.00	\$168.50	\$4,442.71	\$188.50

KIWIN'S Board Approval: May 24, 2020

	2020-21	2020-21	2019-20	2019-20	
	Revised Budget	Budget	Actual	Budget	
Lt. Governors Travel & Office					
10.602.0	Goldstone	\$243.00	\$243.00	\$123.18	\$243.00
10.603.0	Ruby	\$162.00	\$162.00	\$121.50	\$162.00
10.604.0	Diamond	\$445.50	\$445.50	\$0.00	\$445.50
10.605.0	Jet	\$324.00	\$324.00	\$90.52	\$324.00
10.607.0	Jade	\$162.00	\$162.00	\$0.00	\$162.00
10.608.0	Emerald	\$162.00	\$121.50	\$0.00	\$121.50
10.611.0	Crystal	\$202.50	\$202.50	\$0.00	\$202.50
10.612.0	Turquoise	\$202.50	\$202.50	\$202.50	\$202.50
10.614.0	Sapphire	\$81.00	\$81.00	\$0.00	\$81.00
	Total Lt. Gov. Travel & Per Office	\$1,984.50	\$1,944.00	\$537.70	\$1,944.00

2020-21 Info. (\$40.50) per PAID Club

	# of Clubs	# Paid Clubs	Budget
Goldstone	6	6	\$243.00
Ruby	4	4	\$162.00
Diamond	11	11	\$445.50
Jet	8	8	\$324.00
Jade	4	4	\$162.00
Emerald	4	3	\$121.50
Crystal	5	5	\$202.50
Turquoise	5	5	\$202.50
Sapphire	2	2	\$81.00
Topaz	1	0	\$0.00
Totals	50	48	\$1,944.00

	2020-21	2020-21	2019-20	2019-20	
	Revised Budget	Budget	Actual	Budget	
Other Revenue & (Expense)					
10.846	Fall Rally South Income	\$0.00	\$0.00	\$34,996.40	\$0.00
10.847	Fall Rally North Income	\$0.00	\$0.00	\$1,247.91	\$0.00
10.863	Other Income (Polos)	\$0.00	\$0.00	\$0.00	\$0.00
10.864.05	PTP Donations	\$0.00	\$0.00	\$985.00	\$0.00
10.865	Thirst Project	\$0.00	\$0.00	\$1,594.33	\$0.00
	UNICEF	\$0.00	\$0.00	\$0.00	\$0.00
	Governor's Project (Make a Wish)	\$0.00	\$0.00	\$0.00	\$0.00
10.856	Fall Rally South Expense	\$0.00	\$0.00	(\$17,856.88)	\$0.00
10.857	Fall Rally North Expense	\$0.00	\$0.00	\$0.00	\$0.00
10.858	Contribution to CNH Foundation for PTP	\$0.00	\$0.00	(\$18,842.43)	\$0.00
10.859	Fund Raising Donation (Make A Wish)	\$0.00	\$0.00	\$0.00	\$0.00
10.862	Fund Raising Donation (Thirst Project)	\$0.00	\$0.00	\$0.00	\$0.00
	Fund Raising Donation (UNICEF)	\$0.00	\$0.00	\$0.00	\$0.00
10.876	Fund Raising Expense (Fundraising Ribbons)	\$0.00	\$0.00	(\$413.22)	\$0.00
10.880	Other Expenses (Polos)	\$0.00	\$0.00	(\$34.26)	\$0.00
10.885	CNH District Convention Expense (Kiwaniis DCON)	\$0.00	\$0.00	(\$63.69)	\$0.00
10.890	CNH Foundation KIWIN'S Scholarship Fund	\$0.00	\$0.00	0.00	\$0.00
	Total Other Revenue (Expense)	\$0.00	\$0.00	\$1,613.16	\$0.00
	Net Revenue over (Expense)	\$778.00	\$168.50	\$6,055.87	\$188.50



Please email back contract to Vreeland Cruz at 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
 City, State, Postal Code: Rancho Cucamonga, CA 91730
 Country/Region: USA
 Phone Number: (909) 736-1703
 E-mail Address: mark@cnhkiwanis.org

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, 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

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 (80%)** of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a **twenty percent (20%)** 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, February 3, 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.

Date	Start Time	End Time	Function	Set-Up Style	#PPL	Function Space
Wednesday, 02/24/2021	6:00AM	11:59PM	Office	Conference	15	San Diego Room
Thursday, 02/25/2021	6:00AM	11:59 PM	Office	Conference	15	San Diego Room
Friday, 02/26/2021	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
Saturday, 02/27/2021	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
	12:00 PM	1:30 PM	Lunch	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
Sunday, 02/28/2021	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 off 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.

ADJUSTMENTS TO FUNCTION SPACE

In the event of reductions in the Room Night Commitment of more than twenty percent (20%), the Hotel may adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

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: _____



MONTEREY CONFERENCE CENTER

FACILITY LICENSE AGREEMENT
ONE PORTOLA PLAZA
MONTEREY, CA 93940

The CITY OF MONTEREY, a municipal corporation, hereinafter referred to as "City", and Kiwanis International hereinafter referred to as "Client", City and Licensee agree as follows:

- 1. FACILITY USE. In consideration of the rents and charges hereinafter provided, the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated, City hereby grants to Client the right to exclusively use and occupy the Center areas specified below for the uses indicated, and on the dates and the times listed below.
a. Permitted use: Meetings/Exhibits
b. First Option: Space is being held on a tentative basis until Wednesday, August 26, 2020.
c. Center Space to be subject to this Agreement:

Table with 8 columns: Date, Start Time, End Time, Function, Room, Setup, Agr, Room Rental. Rows include dates from Feb 26, 2021 to Feb 27, 2021, with functions like A/V Set Up, Registration, and Meeting, and room rentals such as \$1,598.00 and \$3,195.00*.

*Non-Profit rates have been extended for this program. 50% Off Rental for A/V Set Up day

Groups receive 10% discount off room rental for Food and Beverage spend above \$5,000 per room per day where the Food and Beverage is served. Food and Beverage served in Lobby spaces for reception and breaks will also apply towards Steinbeck Ballroom rental as a special concession for 2021 program.

All applicable discounts will be applied at the conclusion of the program.

Client's right to use Center space includes only the space designated, plus access to said space and use of common facilities, such as lounge areas and rest rooms. Client acknowledges that others may be using the Center and will not commit, nor permit to be committed, any act which interferes with the right of use of others.

Client understands and agrees that this Agreement is a license for use of the specified Center space and common facilities, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on Client any rights as a tenant under California landlord-tenant laws, including any rights to prior notice or cure under such laws, and Client's right to occupy and use the specified Center areas, common areas, and services may be terminated in accordance with the terms set forth in this Agreement.

- 2. RENT, DEPOSIT, PAYMENT, CANCELLATION AND REFUNDS. The Client agrees to pay to City the facility rental fees as indicated in the above schedule of events, subject to any adjustments otherwise provided for in this Agreement.
a. DEPOSIT AND PAYMENT: Client shall pay \$3,195.00, as advance deposit at the time this Agreement is executed. The remainder of the facility rental fee and any supplementary charges shall be paid within 30 days after the event. If this Agreement is executed within 30 days of the event, one hundred percent (100%) of the rent shall be submitted as a deposit. City is authorized to apply said deposit against damages to the structure or damages for cancellation of the event as set forth herein.
i. Any invoiced fees and charges are due and payable by Client within thirty (30) days from the date of City's invoice, and shall be deemed delinquent if not received by City on or before such date.
ii. In the event that City does not receive payment of fees and charges, or any portion thereof, within five (5) calendar days of the due date, Client agrees to pay 1% interest per month (12% per annum) on any outstanding balances from the due date until the date that full payment is received.
b. CANCELLATION AND REFUNDS: The CITY has agreed to commit the space as outlined above to Client. CITY will hold this space in reserve exclusively for Client during the times specified on a definite basis. If this definite space is released or goes unused, Client will pay CITY the space rental fees provided in this Agreement without consideration of any discounts/waivers of such fees that may have been available to Client if the space had not been canceled or unused as liquidated damages according to the following sliding scale:

- i. Upon execution of the CENTER facility rental agreement to 180 days prior to contract start date: Any space released from the definite space commitment not resold by the CITY, Client will pay the CITY 50% of expected space rental fees within 30 days after event is completed or after cancellation, if entire program is cancelled.
 - ii. From 179 days to 90 days prior to contract start date: Any space released from the definite space commitment not resold by the CITY, Client will pay CITY 75% of expected space rental fees within 30 days after program is completed or after cancellation, if entire program is canceled.
 - iii. From 89 days to contract start date: Any space released from the definite space commitment not resold by the City, Client will pay City 100% of expected space rental fees within 30 days after program is completed or after cancellation, if entire program is cancelled.
 - iv. No refund will be made when the scheduled event is cancelled by the General Manager for noncompliance with the rules and regulations governing the management of the Center. If said rent is not paid on or before the time specified herein, this license shall be void automatically and without notice.
 - c. SCHEDULE OF ADDITIONAL CHARGES:
 - i. Client acknowledges that it may require additional equipment and services, which may include, but are not limited to: internet, electrical, security, rigging, signage and branding, drayage, and audiovisual services, to be furnished by City in connection with Client's use of the Center. Rates for City-provided equipment and service details are located in the Event Planner Guide.
 - ii. A fee of \$.05 per square foot per room per hour, or part thereof, for hours extending beyond the scheduled rental hours (Section 1(c)) will apply. Extending beyond the period of occupancy is at the discretion of the General Manager or designee.
3. **INDEMNIFICATION.** RENTER agrees to indemnify, defend and hold CITY, its agents, officers, employees and contractors harmless from and against any and all costs, expenses or liability incurred as a result of any claim, suit lien, or other legal proceeding resulting from RENTER's use of the CENTER, except ***those claims or legal proceedings arising out of the negligence or willful misconduct of the CITY, its officers or employees.*** It is understood the CITY is indemnified from its officers, agents and employees own acts of passive negligence that solely or contributorily cause CITY's liability, but is not indemnified for its own acts of active negligence or willful misconduct that may solely or contributorily cause any such liability under this agreement. ***In the event of any such indemnification claims, City shall a) promptly notify RENTER; b) at RENTER's expense, reasonably cooperate with RENTER in the defense of such claim; and c) not settle any such claims without RENTER's written consent, which shall not be unreasonably withheld or delayed.***
4. **INSURANCE.** Without altering or limiting Client's duty to indemnify, Client shall obtain, and maintain in force during the entire period of this Agreement, the following insurance and under the following terms:
 - a. Primary General Liability Insurance, or Commercial General Liability Insurance, including coverage for operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage, and independent contractors liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate, combined single limit, written on an occurrence form.
 - b. Workers' Compensation Insurance as required by California statutes, and Employee's Liability Coverage of not less than One Million Dollars (\$1,000,000.00).
 - c. Each insurance policy required by this Agreement, excepting policies for workers' compensation, shall contain an additional insured endorsement naming the City of Monterey, its employees, officers, and agents, as additionally insured and an endorsement waiving any subrogation rights against the City.
 - d. Client shall deliver to the City, at least 30 days prior to the start of the event or at the time of the execution of this Agreement if less than 30 days remains until the date of the event, a Certificate of Insurance evidencing the existence of the above-required insurance and endorsements. **FAILURE TO PROVIDE THE REQUIRED INSURANCE MAY RESULT IN CANCELLATION OF THIS AGREEMENT.** Client will notify the City immediately, in writing, if insurance is canceled or changed before the event date and after the City has received evidence of insurance.
 - e. Acceptance by City of an insurance certificate that does not comply with this Agreement, absent written authorization by City, shall not constitute a waiver of the insurance requirements under this Agreement.
5. **POLICIES, RULES, AND REGULATIONS.** By executing this Agreement, Client acknowledges that Client has received a copy of Center's Event Planner Guide (hereinafter called "Guide") from the City and that the Guide is hereby specifically referred to and by such reference made a part of this Agreement. Client shall abide by all terms and conditions contained in the Guide and any modifications of the Guide to which the Client receives written notice.

6. **NOTICES.** Any notices to be given by the terms of this Agreement may be given to a party personally or by depositing such notice in the U.S. mail, postage prepaid, return receipt requested and addressed as follows:

For the CITY: General Manager
Monterey Conference Center
City of Monterey
One Portola Plaza
Monterey, CA 93940

7. **FOOD AND BEVERAGE SERVICE.** All food and beverages prepared, sold, or consumed at the Center must be supplied by the City's exclusive caterers. Food and beverage services are subject to a separate agreement with the Center's exclusive caterers.

8. **OTHER VENDOR SERVICES.** Client must utilize the Center's exclusive vendors where the City has exclusive contracts for services at the Center. Refer to Exhibit 2, Event Planner Guide, for exclusive vendor services. If any additional services not provided by the City or its exclusive vendors are required by the Client, Client shall make contractual agreements for said services and shall be solely responsible for performance under that agreement, including payment of parties thereto. City reserves the right to require either the Client or the contractor, or both, to provide City with adequate insurance, bonds, or other assurances that may be required, to insure that no damage is done to the structure and that all rules, regulations, and laws applicable to the work are followed.

9. **RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY.**

- a. Right of Entry by City: City reserves the right of entry to any and all areas of Center by its agents and employees, to ensure compliance with this Agreement and any laws, rules, or regulations. This right includes the right to enter locked storage areas and inspect goods, merchandise, or other contents therein.
- b. Right to Eject: City reserves the right to refuse entrance to, or remove and eject from the Center, any person associated with Client or present at Client's event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such ejection.
- c. Security: City requires one security guard on duty during Client move-in and move-out (guard must be in place 30-minutes prior to posted move-in time and during entire move-out time). City will provide this service at Client's expense. This guard is exclusively for traffic control in the loading area. Client may be required to contract for event security staffing within the licensed Center space (see Section 1(c)). All security or staffing contractors hired by Client for event-related security must be approved by City in advance of providing services within the Center. City shall have the sole right to determine the minimum level of all security required for Client's event. All security and staffing plans must be submitted to the City at least thirty (30) days in advance of the event for approval. If Client is aware of specific threats made regarding Client's event at the Center, Client shall immediately inform the Center's General Manager.

10. **CLIENT'S OBLIGATIONS.**

- a. Compliance with Laws: Client, its officers, agents, employees, and invitees, shall comply with all applicable rules within the Center and all other applicable laws, ordinances, and regulations. Additionally, Client shall secure or cause to be secured all necessary federal, state and local permits and any others rights or entitlements necessary for the event and shall file written proof of said permit or entitlement at least 10 days prior to the event. Client shall be solely responsible for ascertaining the permits required, for paying all fees and charges in connection therewith, and shall hold the City harmless, defend, and indemnify against any claim or judgment for failure to secure said permit, license, or other entitlement.
- b. Defacement of Facility: Damages: Client, its agents, employees, contractors, exhibitors, or invitees shall not injure, mar, or in any manner deface the premises or any furniture, fixtures, or equipment therein, and shall not cause or permit anything to be done whereby the said premises, furniture, fixtures, or equipment are injured, marred, or defaced. Client will not drive, or permit to be driven, nails, hooks, tacks, staples, or screws into any part of the building, furniture, fixtures or equipment therein, and will not make or allow to be made any alterations of any kind to said building, furniture, fixtures or equipment. Client shall pay the actual costs to replace, repair, and/or restore, in City's discretion, any part of the Center's building, furniture, fixtures, or equipment (excepting normal wear and tear) that was defaced or damaged by Client, its agents, employees, contractors, exhibitors, or invitees. Payment shall be made within thirty (30) days of written demand by City.
- c. Non-Discrimination: Client agrees that, in connection with its event and its use of the Center, neither Client, nor its agents, employees, contractors, or exhibitors shall discriminate against any person with respect

to employment, contracting, admission, nor services or privileges offered to attendees of Client's event, in violation of federal, state, or local laws.

- d. Payment of Taxes: Client acknowledges and understands that state and/or local taxing authorities may impose a tax or other assessment on Client's use of the Center (a possessory use tax) and that Client shall be solely liable for payment of this, and any other taxes levied on its use of the Center.

11. BROADCASTING AND PHOTOGRAPHY.

- a. Broadcast, Recording and Television Rights: The City will not pay any expenses pertaining to the broadcasting, televising, or reproduction of any event.
- b. Photography: City retains the right to photograph any and all events for its own purposes.

12. FORCE MAJEURE. Either party may terminate or suspend its obligations (other than obligation to make payments for services rendered pursuant to this Agreement) under this Agreement if such obligations are delayed or prevented as a result of fire, flood, earthquakes and other natural catastrophes, war, riot, strikes, civil disorder, mechanical or utility failure, act of terrorism, curtailment of transportation facilities, or other emergencies, or any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event, the affected party shall not be liable to the other for delay or failure to perform its obligations.

13. BREACH OF CONTRACT. In the event of a breach by Client of the terms of this Agreement, City shall have the right to proceed with the following options:

- a. In the event of a non-material breach occurring thirty (30) or more days prior to the commencement of the Client's event, City shall provide Client with a written notice of default specifying in detail the nature of the alleged breach and specifying fourteen (14) days within which to cure the default. If the breach occurs less than thirty (30) days prior to the commencement of Client's event, City shall immediately provide Client with written notice of default and provide Client with an opportunity to cure within a reasonable period of time. If the default is not cured within that time, City may immediately terminate this Agreement or take other action as is reasonable necessary under the circumstances.
- b. In the event of a material breach (defined as any substantive change in the nature of Client's event or a failure to provide City with required insurance documentation or deposits due), occurring thirty (30) or more days prior to the commencement of the event, City shall provide Client with a written notice of default specifying a minimum of fourteen (14) days within which to cure the default. If the breach occurs less than thirty (30) days prior to commencement of the event, City shall immediately provide Client with written notice of default and provide Client with an opportunity to cure within a reasonable period of time. If the default is not cured within that time, or if the breach involves public safety or immediate damage to the Center or its equipment, City may immediately terminate this Agreement or take other action as is reasonably necessary under the circumstances.

14. LIMIT OF CITY'S LIABILITY. Client agrees and acknowledges that City's liability for any termination, interruption, or other impairment of the event for any reason (including, without limitation, City's passive or active negligence), other than City's willful misconduct or unlawful acts shall be limited to the fees and charges paid by Client to the City for use of the Center for such event; and not include any lost revenue, incidental or consequential damages, or other claims, known or unknown, arising from such termination, interruption, or other impairment of the event.

15. GENERAL PROVISIONS.

- a. Validity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.
- b. Assignment: Client shall not assign this Agreement or any interest herein or permit the use of the Center by any other party, except that Client shall have the right to permit its exhibitors to use the Licensed Areas in conjunction with Client's event.
- c. Applicable Law, Venue, and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of California and the City of Monterey. Any action by a party to this Agreement to enforce or interpret the terms hereof must be maintained in the Monterey County Superior Court or the Federal District Court for the Northern District of California. Client consents to the foregoing.
- d. Abandoned Equipment and Lost or Misplaced Articles: Any equipment or personal property belonging to Client or its agents, employees, contractors, invitees, patrons, and/or guests, which remains in the Center or the Licensed Areas after the event, shall be deemed abandoned and may be disposed of by

City at Client's sole expense. City shall assume no responsibility for losses caused by theft, disappearance, or abandonment of equipment or personal property.

- e. Americans with Disabilities Act (ADA): City acknowledges and agrees that it is responsible for complying with the AD requirements for permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards, and restroom accessibility. Client acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for the visually impaired, hearing impaired, and mobility impaired.
- f. Integration: Client's acceptance of this signed Agreement for the use of the Center shall constitute its sole and complete agreement with the City. No prior oral or written understanding, except as expressly provided herein, will be of any force or effect with respect to those matters covered herein. This Agreement may only be modified or amended in writing signed by both parties.
- g. Counterparts; Facsimile or Scanned Signatures: This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed Agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on _____
Date

FOR THE CITY OF MONTEREY:

FOR THE CLIENT:

Signature

Signature

Doug Phillips
General Manager



MONTEREY CONFERENCE CENTER

Payable to:
CITY OF MONTEREY
MONTEREY CONFERENCE CENTER
One Portola Plaza, Monterey, CA 93940
Phone: (831) 646-3770 / (831) 646-3388
Fax: (831) 646-3777

INVOICE
Date: August 3, 2020

To Kiwanis International
3636 Woodview Trace,
Indianapolis IN, 46268

Booking: 0000013902

SALESPERSON	PROGRAM DATES	PAYMENT TERMS	DUE DATE
Tonya Hufford, CMP	February 24 – February 28, 2021	Per Contract	Wednesday, August 26, 2020

DESCRIPTION	LINE TOTAL
Deposit Due Per Contract	\$3,195.00
TOTAL	\$3,195.00

PLEASE MAKE YOUR CHECK PAYABLE TO:
Monterey Conference Center
One Portola Plaza
Monterey CA, 93940

FOR QUESTIONS ABOUT THIS INVOICE CALL (831) 646-3388

For Billing Use Only		
PC7010	MCC Room Rental	Sales & Events



**MONTEREY
CONFERENCE CENTER**

**One Portola Plaza
Monterey, CA 93940
(831) 646-3770**

EVENT PLANNER GUIDE



Our team is committed to ensure the success of your event. Please discuss any areas not covered in this document with your Event Manager. These general policies, rules and regulations are subject to change.

ADA COMPLIANCE – The Monterey Conference Center (MCC) is ADA compliant. In accordance with the ADA, we are responsible for accommodations associated with permanent premise access, such as, but not limited to, wheelchair ramps, elevator standards, door width standards and restroom accessibility. It is the client or renter’s responsibility to accommodate non-permanent accessibility requirements and incorporate visually-assisted devices, interpreters, and temporary seating accessibility if needed. Assisted hearing devices are available through our preferred in house AV provider. Advance arrangements are suggested to ensure adequate set up time and availability of inventory.

AMPLIFIED SOUND/NOISE LEVEL – Client understands that other functions may be scheduled in different portions of the MCC, at the same time as the event. Client agrees to ensure that amplified sound used in connection with the event shall not disrupt or interfere with other events or persons using the MCC. Furthermore, client shall immediately comply with the City’s request to reduce the noise generated by the event.

AUDIO/VIDEO/RIGGING – PSAV is the MCC’s exclusive rigger and preferred in-house audiovisual production company. Due to the unique architectural design features of the building, PSAV must be used for all rigging in the MCC. Please contact PSAV for venue expertise and additional equipment needed. MCC does allow outside audiovisual companies, but we also do require PSAV to be present during scheduled move in and move out hours.

CONTACT FOR PROPOSALS AND INFORMATION:

Sean Bassett
Sales Manager - PSAV
sbassett@psav.com
Telephone: (831) 646-3756
www.psav.com



LIAISON FEE: Any outside A/V company utilizing space in the MCC will be required to have a PSAV liaison on site for the duration of the event at a fee of \$85 per hour. This is to include load in and set up times, as well as move out periods. The hours an A/V liaison is required should be arranged with PSAV once the program schedule is finalized at least two weeks in advance.

BRANDING OPPORTUNITIES – Monterey Signs is the MCC’s preferred signage and branding company, as well as the exclusive provider for signage outside of the center and for the location above our escalator on Level 2. There are multiple opportunities to brand your event both inside and outside of the MCC. Column vinyl sign wraps, large and small banners, elevator door wraps, as well as stair riser signs are just a few options available. Approval is required for all branding so please work with your Event Manager on availability and content for all branding opportunities.

CONTACT FOR PROPOSALS AND INFORMATION:

Shawn Adams
Monterey Signs
sales@montereysigns.com
Telephone: (831) 632-0490
www.montereysigns.com



CLEANING/DAMAGES – Please notify your Event Manager of any damages to the MCC immediately. Renter is responsible for all damage to carpets, walls, furnishings, doors, and wall coverings during an event. Understanding that temporary stains will occasionally occur, Renter will be responsible for cleaning costs or full replacement associated with removal of stains in excess of normal activity or permanent damage.



CATERING – The Monterey Marriott Hotel is the exclusive caterer at the MCC. They understand the important role catering plays in your events and will work with you to develop menus specific to your needs. Should your event include any food or beverage samples, please work with your Catering Manager on specific requirements or restrictions so you are in compliance with our sampling policies.

CONTACT FOR CATERING PROPOSALS AND INFORMATION:

Nancy Zarate, Catering Manager
Monterey Marriott Hotel
nancy.zarate@marriott.com
Telephone: (831) 647-4003
<http://www.marriott.com/hotel-meetings/mryca-monterey-marriott/modules/meetings/food-and-beverage.mi>



CATERING – SERVING OF ALCOHOL – If a client or exhibitor is requesting to serve alcohol, a licensed server from our caterer must pour the alcohol. If the alcohol is donated, a corkage fee will be applied or wine can be purchased from our caterer’s wine list.

CUSTODIAL SERVICES – Our custodial team will keep and service the restrooms, lobbies, terraces and all other public areas so they are clean and presentable during your event. Meeting spaces will be monitored and refreshed throughout the day according to your event schedule. Our staff uses Green cleaning supplies, following the guidelines within the USGBC sustainable purchasing program.



DECORATIONS – Nothing may be taped, nailed, stapled, tacked or otherwise affixed to ceilings, walls, painted surfaces, fire sprinklers, columns or windows. Please inform all show management staff and speakers, as well as exhibitors of this policy. Check with your Event Manager for further information on appropriate display methods and hanging points in the MCC. Damages will be charged directly to the Renter.

Only helium balloons permanently affixed to authorized displays may be brought inside the MCC with the prior approval of your Event Manager. Expect labor charges to apply for their removal from ceilings and air handlers if helium balloons are released for any reason within the facility.

All decorations, drapes, signs, banners, acoustical materials, hay, straw, moss, split bamboo, plastic cloth or similar decorative materials or any other potentially combustible material shall be flame retardant to the specification of the Monterey Fire Department. A California State Fire Marshal's Flame Proof Certificate will be required. Field tests for flame resistance are not acceptable. Open flame and decorative candles are not permitted. Please work with your Events Manager on centerpiece options.

DIAGRAMS – Diagrams may be drafted for your meeting including food and beverage space using Social Tables. Social Tables, a Cloud based program allows real time collaboration between you and your Event Manager. For exhibit layouts you will work with your tradeshow services contractor.



ELECTRICAL – TriCord Tradeshow Services is the exclusive tradeshow electrical provider at the MCC.

CONTACT FOR PROPOSALS AND INFORMATION (EXHIBITS):

TriCord Tradeshow Services
info@tricord.net
Telephone: (831) 883-8600

All other electrical work inside or attached to disconnect switches, panels, motor control centers, panel boards, and other electrical equipment controlled by the MCC is required to be performed by the Center's exclusive electrical provider PSAV. See the **AUDIO/VIDEO/RIGGING** section for their contact information.

EMERGENCY PROCEDURE PLAN – An Emergency Procedure Plan for the MCC is available. Please visit our website at MontereyConferenceCenter.com to download the document.

FIRST AID - Generally you have the choice of whether or not to contract first aid services for events at the MCC. However, the MCC General Manager or designee may require the Renter to schedule first aid services for an event based on event demographics or numbers. The MCC does not provide these services.

FLOORPLAN APPROVAL –All floorplans must be approved by the Monterey Fire Marshal and the MCC two weeks prior to move-in, and must not exceed maximum occupancy limits. It is required to submit exhibit and non conventional floor plans to your Event Manager prior to submitting to the Fire Department. Floorplans can be faxed to the Monterey Fire Department at (831) 646-3723 or call (831) 646-3900 to email it. Exhibitors, service contractors and show management contracted by Renter must comply with all federal, state and local fire and building codes applicable to public assembly facilities. Please ask your Event Manager for a copy of the MCC Tradeshow Policies.

FLOOR PROTECTION – Adding protective carpet is highly recommended for commercial exhibits, certain products, or with food and beverage service inside a booth. This will help protect the MCC’s carpets and avoid any fees assessed due to damage. Adding protective carpet along thresholds and visqueen along aisles is required for move in or move out. Gaffers tape is the only approved tape for use on the carpeted and tiled surfaces.

FOG/SMOKE/LASER LIGHTS – Fog machines, smoke effects or laser light shows shall not be permitted without the express written approval by the MCC General Manager. If approved, such devices may incur additional staff costs as required by the City of Monterey and the MCC.

FREIGHT ENTRANCE – The MCC has two separate freight entrances into the building. The lower level entrance directly into the Serra Ballroom has a 13’4” x 13’4” opening. The 2nd floor entrance to the Steinbeck Ballroom has a 10’ x 10’6” opening. Please coordinate delivery dates and times with your Event Manager in advance.

HAZARDOUS MATERIALS – Renter is required to comply with any statutes, ordinances or regulations regarding the use, handling, storage and disposal of hazardous materials or hazardous wastes as defined in Federal, State and Local Law. Renter shall notify the MCC two weeks prior to the event of the name and location of any such materials.



HEATING/AIR CONDITIONING – Air-conditioning and/or heating are provided during published event hours. Requests for air conditioning and/or heating during non-event periods will be charged at the prevailing rate.

HOURS – The MCC administrative offices are open during regular business hours, Monday – Friday from 8:00AM – 5:00PM excluding holidays. Access to the center outside of these hours needs to be coordinated with your Event Manager.

INTERNET – The MCC provides basic complimentary WiFi in all public lobby spaces with a speed of 5 Mbps. For your meeting rooms and technical presentations, WiFi and hard lined connectivity up to 1 Gbps (1000 Mbps) utilizing our Cat 6 and fiber optic infrastructure is available at prevailing rates through PSAV. Customized splash page log ins for internet access are also available for additional fees.

KEYS – Renter or show management can be provided with up to four (4) keys that fit our standard room locks for each room. Please provide at least a two week notice if security locks are required, in which room locks will be rekeyed at an additional charge. Renter or show management may also be provided with up to four (4) keys for each security lock. There will be a \$25 per key fee assessed for any keys not returned.

LICENSE/PERMITS – The Renter is responsible for obtaining all licenses, permits and approvals from the appropriate regulatory boards and authorities that may be required to stage their event; this may include business licenses, right to use a trademark or copyright, royalties and City Fire Plan approval. The cost of these licenses or violation for infringement of owners rights to materials is the responsibility of the Renter, not MCC.

Goods or merchandise sold on property require a City of Monterey Business License. Contact the City of Monterey Revenue Division at 831-646-3944 to obtain one.

LIGHTING – The MCC lighting throughout the building, and in all meeting space is state of the art. It is controlled with both dimmable and fixed lighting options for custom lighting to transform the space. Please work with your Event Manager in advance on the appropriate lighting for your event.

To conserve energy, lighting will be maintained at 50% of standard power during scheduled move in/out times. For any special needs, contact your Event Manager.

LOST AND FOUND – The MCC Administration Office maintains the lost and found area with the intent to return property to its rightful owner. Please note that due to our lack of storage, unclaimed items will be donated or disposed of after two weeks. A fee may apply for mailing any returned items.



PARKING – The City of Monterey has two parking garages totaling over 900 parking spaces just one block from the Conference Center in the East and West Downtown Garages. Pre-paid parking passes are available for purchase in advance through your Event Manager. We also would be happy to help you take your event to the next level by offering valet services to your guests. Our Event Managers can help you coordinate the details to make sure your event has the best first impression possible.

READER BOARDS – Digital Reader Boards are LED monitors and located outside each meeting room.

RECYCLING – Please identify any specialized waste removal plan for your event including re-use or donation of living floral decor, produce, food, or recycling needs for crates, pallets, cardboard, wrapping, etc. Some events, however, may require a vendor specializing in high volume recycling. Please discuss with your Event Manager or tradeshow service provider to coordinate any of these services.

Our facility is proud to offer our clients and their exhibitors the opportunity to donate reusable materials at the conclusion of your conference which may otherwise end up in the landfill. MCC has partnered with “Pass it on Please” and Community Reuse Network, local, non-profit organizations help distribute to local schools and those in need. Please work with your Event Manager to coordinate any of these services.

REMOVAL OF PROPERTY – In the event that the premises are not vacated upon expiration of the contract term, the MCC will remove, at your expense, all goods, merchandise, equipment and property of any kind remaining. The MCC will not be responsible for any damages to or loss of such goods, merchandise or property which may be sustained by reason of such removal.

You and your contractors are responsible for the removal of all tape, trash, crates, pallets, packing materials, etc. prior, during, and upon completion of use at your expense. Additional charge will be assessed for bulk trash removal at the conclusion of your event.

ROOM SET CAPACITIES – Our meeting room dimensions and maximum capacities have been verified for standard setups and pre-approved by the Monterey Fire Marshal. Elements such as lighting or sound towers, risers, runways, production control areas, or buffet lines will reduce the seating capacity of the room. Contact your Event Manager for specific capacities for your event.

SECURITY – Intact Protective Services is the MCC’s preferred security services provider. As a standard, you will be required to hire (2) security guards for exhibitor move in and move out hours. As a public facility, we suggest hiring security to oversee items placed in public areas, and for overnight non-event hours when your property or the property of your vendors is in the MCC.

CONTACT FOR PROPOSALS AND INFORMATION:

Josh Lomeli
Intact Protective Services
Intact365@gmail.com
831-763-2594 Phone & Text
831-763-2569 Fax

All security staffing and emergency response planning is subject to the approval of the MCC. Armed guards (other than Monterey Police Officers) must receive MCC approval and provide documentation and insurance.

In the interest of public safety, the MCC may, at its sole discretion require the presence of the Monterey Police Department during certain events. Officers are scheduled at Renter’s expense subject to the rules

of the Monterey Police Department. Requests for officers should be placed at least twenty-one (21) days prior to the first date of tenancy. Please contact your Event Manager for assistance.

Should your group, speakers, attendees or company have any knowledge of potential threats or require extra security, it must be disclosed in advance of the event.

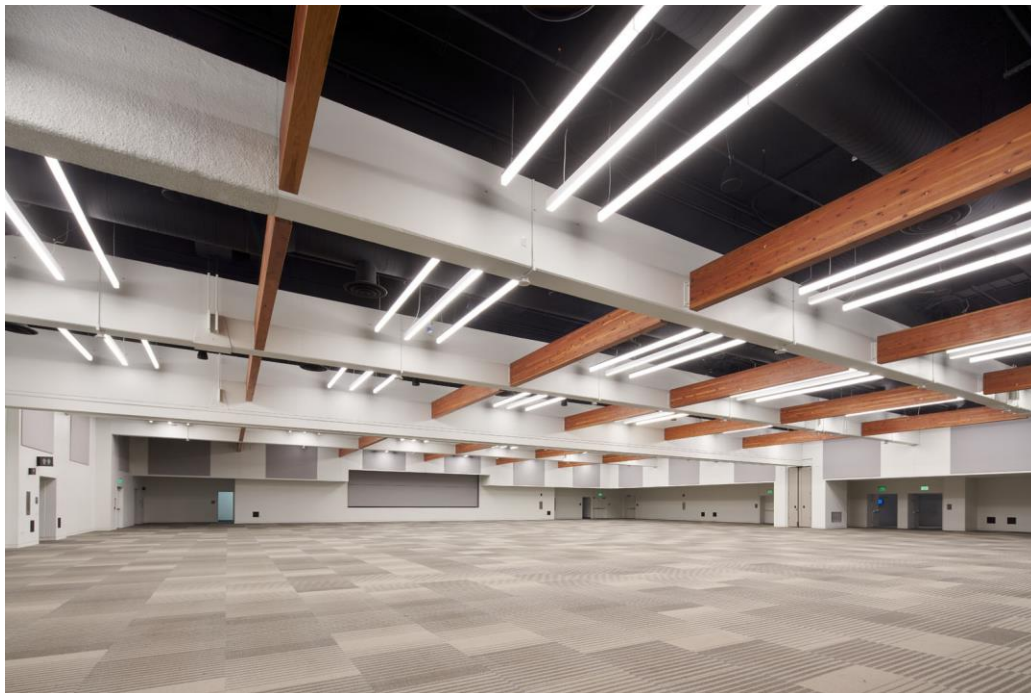
SERVICE ANIMALS – Only service animals are permitted on the MCC premises.

SHIPMENTS – Due to the Conference Center's lack of storage and no on-site shipping and receiving office, we do not accept shipments or have any capability to assist with packing or return of boxes or pallets. All shipments should be directed to your trade show service provider or decorator. Your Event Manager can recommend a local drayage company if your event does not include exhibits or if you have not contracted with a decorator.

Any attempted deliveries without group identification will be refused. Attempted deliveries with a group name will need prior permission by the contracted client for MCC to accept delivery and the fees for handling and storage will be applied to their master invoice; if permission is not accepted any deliveries will be refused. Refer to the Equipment and Service Fees at the end of this guide.

With advance approval from your Event Manager, MCC will accept receipt of 5 standard boxes for our contracted client for registration or staff office materials. We ask that shipments arrive no more than two days prior to the date of your event and are labeled with your name and group.

SMOKING – The MCC is a non-smoking facility. Smoking is only allowed on the balconies, terraces and other exterior areas of the facility. Please note that smoking is not permitted within 20 feet of any doorway by state law.



STORAGE – Due to storage constraints, we are not able to accept event-related freight or materials prior to the contracted move in date. We encourage you to work with your decorator for any pre-exhibit shipping storage needs. Clients shall not store any flammable, explosive or otherwise dangerous substance on the premises, or any item of contraband, nor any goods, substance or material which is unlawful to possess. City shall not be liable for any item lost, damaged, destroyed, or stolen which is stored on the premises or used during the event.

VEHICLE DISPLAY – Vehicles on display must be approved 30 days in advance and obey the following rules:

- No more than 5 gallons of gas.
- Vehicles are not allowed to be driven inside the Conference Center building.
- A locking gas cap or tape over the gas cap.
- Batteries shall be disconnected in an approved manner.
- A drip pan under the vehicle's drive train (motor to differential).
- Keys delivered to event security or facility operations staff.
- Vehicles shall not be moved during show hours.
- Refueling is prohibited in the facility.
- Floor plans must indicate where vehicles are to be located and be preapproved.

WATER SERVICE – Water fountains and bottle refill stations are provided in the public lobby space. Water dispensers can be ordered on a fee basis. To reduce waste and preserve our natural resources we do not provide water pitchers on meeting or banquet tables. Bottled water will be available on request inside meeting rooms for your speakers.



AUDIO VISUAL & TECHNICAL SUPPORT BY PSAV

Because our Audio-Visual Department is staffed and equipped by PSAV, a premier national Staging and Production Company, there is no limit to the scope and technical sophistication for any programs held at the Monterey Conference Center. All PSAV's equipment, project managers and technical staff are available and ready to help ensure your program is a complete success.

If you choose to work in partnership with PSAV and utilize their full support for your A/V equipment and staging needs, many of the various production guidelines listed here are automatically met and your program will be extremely well coordinated with all departments throughout the Conference Center.

Please contact our PSAV representative on site, Sean Bassett, by dialing (831) 646-3756 or e-mailing sbassett@PSAV.com.

You may utilize another A/V company; however, please be advised there are mandatory guidelines and specific charges in order for your outside provider to conduct business within the Monterey Conference Center. Outside A/V companies seeking to bring in their own equipment and technicians will be held responsible for understanding these guidelines and fully complying with their enforcement.

IN-HOUSE SYSTEMS & EQUIPMENT – The Monterey Conference Center exclusively authorizes PSAV to administer the use of in-house, built-in A/V systems. If these systems are to be utilized by an outside vendor, PSAV will provide access and patching to the systems at prevailing rates. Should an outside supplier require a patch to the house sound system, the system's rental fee will be \$145 patch/ per room/ per day. Should the supplier not wish to use the existing system, they must then provide the entire audio package, complete with external sound; amplification, microphones, and cables. The outside vendor must additionally provide a list of all wireless frequencies to be used at the Conference Center during the event. It will be the sole responsibility of the outside vendor to ensure these frequencies do not interfere with any in-house A/V components or Conference Center systems, by changing the vendor's frequencies if necessary. PSAV must approve the use of all RF and UHF frequencies to be used at the Monterey Conference Center.

LIAISON SUPERVISION – Any outside A/V company utilizing space in the MCC will be required to have a PSAV liaison on site for the duration of the event at a fee of \$85 per hour. This is to include move in and set up times, as well as move out periods. The hours an A/V liaison is required should be arranged with PSAV once the program schedule is finalized at least two weeks in advance. The liaison will assist with communication to internal departments, make sure the standards and policies of the Monterey Conference Center are followed, and note any damage to the Conference Center as a result of use, misuse, or negligence. This liaison will be required in addition to patch fees during an event if operation of the sound and lighting controls is needed throughout the course of the event. Programs that are more extensive may require the use of two or more liaison supervisors at prevailing rates.

Arrangements for direct billing of these and any additional audio-visual related charges to you or your production company must be made at least (30) days in advance of the event load-in.

OUTSIDE PERSONNEL – The following are "House Rules" for any outside personnel:

- Outside personnel must wear clothing that is neat in appearance and meets the Monterey Conference Center Guidelines.
- All vendors including, but not limited to, event volunteers, musicians, florists, photographers, entertainers, linen companies, props and décor companies must coordinate their arrival time

and their proper load-in/load-out locations with the Events Manager for the function. When loading in or out, at no time may vehicles block fire lanes.

- Elevator usage is limited to service elevators. Elevator landings are monitored by security cameras and any damage will be billed accordingly.
- A copy of any entertainment/entertainer's riders (their lists of required A/V and service needs) must be provided to your program's Events Manager and PSAV no later than fourteen (14) days prior to the event.
- It is against state and federal laws for the consumption of any alcoholic beverages to occur on property while under contract. Should a guest offer a drink, we ask that outside personnel only accept soft drinks and/or coffee or tea.
- There is no consumption of food or beverage on property with the exception of prearranged crew meals. Food and beverage requirements for crews should be submitted to your respective Events Manager, fourteen (14) days prior to arrival. We expect outside personnel to adhere to the same policies that the Monterey Conference Center employees do. This means no food should be eaten from reception lines, back of the house "leftovers", etc.
- Any horseplay, foul language, inappropriate attire, or disruptive behavior is a violation of the Monterey Conference Center policy and will result in the removal of the individual(s). Theft, misappropriation of property, or aiding in such acts will result in removal with possible criminal prosecution.

POWER – PSAV handles all non-exhibit power requests. All power requests must be made at least fourteen (14) days before the event. Any power needs are subject to a charge at prevailing rates, per amp, per phase, per day. In addition, there will be labor charges for installation/removal, and rental of Conference Center supplied equipment if applicable. Please reach out to PSAV directly for detailed, event specific pricing information.

All outside vendor extension cords used for meetings and events must be 12/3 gauge per the Monterey Conference Center. All cords and cables must be taped down and covered safely per the standards and policies of the Monterey Conference Center. When it is necessary to install cords or cables in any area where personnel or guests may travel, including the service areas, the Conference Center requires that cable ramps be used to ensure safety. All cable ramps, as well as taped down cords and cables are to be inspected for safety purposes prior to events by a PSAV representative.

PRODUCTION SCHEDULE – A complete production schedule for your program is mandatory and must be provided in writing to both PSAV and the assigned Event Manager at the Monterey Conference Center. This schedule must be presented at least 14 days prior to program start and is to include load-in times, load-out times, times of audio/visual support, times where excessive volumes may be expected, loading dock usage times, power tie-in/disconnect requirements and darkroom schedule. Copies should be e-mailed to your PSAV representative and the Monterey Conference Center Event Manager. It should be understood that your production schedule may require amending, should it be found to be in conflict with other activities planned in and around the Monterey Conference Center or to violate rules and safety requirements.

RIGGING

Pre-Show Standards

- The Rigging Advance form must be submitted online, along with a scaled rigging plot, 21 days prior to load in. Events scheduled with less than 21 days' notice will incur additional charges.

- A charge of \$250 per event will be assessed for a comprehensive safety review by our Rigging Coordinator. This review will verify point load calculations, staffing needs, equipment needs and CAD support to provide feedback on the initial rigging plot. Additional CAD assistance is available if needed and can be provided for an additional charge.
- Rigging plots must contain all flown equipment in addition to a reflective ceiling plan with hang-points. The Rigging Coordinator will contact you to give you our CAD file as your design template.
- All drawings must be received via email in a .dwg or .dxf format. Hard copies will be accepted in a scale of no smaller than 1/8"-1'.

Rigging Equipment Guidelines

- PSAV is pleased to exclusively provide ProStar and StageMaker Chain hoists and Professional-Grade Truss. These hoists and truss were designed specifically for the Conference Center use. PSAV shall be the sole provider of all chain hoists and truss used at this location.
- A scissor lift is required for all rigging calls at the Conference Center. PSAV has lifts available for rent. All lifts used at this location must have white, non-marking tires and be in good condition. Operators must present documentation verifying that they are trained in scissor lift operations.
- Construction or outdoor lifts will not be allowed in the Conference Center.
- All equipment and materials flown must pass ANSI guidelines and be approved by PSAV.
- Any dynamic (moving) element requires an arrester device.
- A steel safety backup is required on each individual item suspended with a nylon sling.
- All nuts and bolts used overhead must be rated and all wire rope clips and overhead hardware (eyebolts etc.) must be forged, unless approved by PSAV.

Ballroom Standards

- All ballrooms are equipped with permanent rigging points and/or load bearing beams with various load ratings. Please refer to the facility CAD files for exact locations of available rigging points and ratings. There is NO RIGGING OTHER THAN TO THE PERMANENTLY INSTALLED RIGGING POINTS OR SPECIFIED BEAMS
- All connections to the ceiling or supporting structure of this location must be made by PSAV.
- Flown equipment may only be moved by a PSAV rigger. Adjustments to any flown equipment will only be done under the supervision of PSAV.
- Additional weight cannot be applied to flown equipment after PSAV riggers leave the room.
- Under no circumstances may a person be suspended, walk or climb upon any point or supporting structure attached to the ceiling.

PSAV On-Site Practices

- Late schedule changes or changes to the previously approved and submitted CAD Plot will result in additional charges.
- PSAV will make all connections to the ceiling and PSAV owned truss and your equipment. Please contact our offices for clarification of what services and equipment we offer to assist you in a safe and cost-effective event.
- PSAV will not "dead hang" items over 100lbs or 10' in length with a scissor lift. Chain hoists or crank towers must be used.
- Cable bridge truss is required when cable bundles exceed four (4) Soco or other similar multi-cable.

Rigging Equipment & Labor

Equipment Rates

Hoist/Rig Point/Hardware	\$165/per day
Charge per Point	\$65/per day
10' Tomcat Truss	\$65/per day
Rigging Safety Review/CAD Work	\$250/per event
Scissor Lift Daily Rental	Call for Pricing
Scissor Lift Weekly Rental	Call for Pricing

Labor Rates

Weekdays (Depending on time)	\$110/per hour
Weekends and Evenings	\$165/per hour
Holidays	\$165/per hour

- All rigging crews will consist of a minimum of two (2) riggers. The number of riggers and equipment required for your event will be determined by PSAV.
- Eight (8) hour minimums will apply to all calls, per rigger. Time beyond eight (8) hours will be billed in full-hour increments. Contact your PSAV representative for further details.
- Riggers must have a meal break every five (5) hours. If there is less than eight (8) hours between rigging calls, additional charges will apply.
- Scissor lift rental pricing is subject to availability and should be confirmed 14 days prior to your event. All prices subject to change without notice.
- An Event Technology Support charge of 23% will apply to all Rigging Services.

*****Please contact on-site staff for any specific holiday requests.**

Rigging Instructions

1. To schedule Rigging Services and to receive updated CAD drawings of our facilities, please visit: <http://www.psav.com/riggingform>
2. If you have additional questions, please contact the area rigging coordinator at:

Michael Mackey
Regional Rigging Manager
925-493-7298
mmackey@psav.com

Miles Wade
Director, Event Technology
559-779-7701
mileswade@psav.com

3. The PSAV Rigging Coordinator will review and forward your request to the PSAV on-site team. The on-site PSAV team will forward rigging estimate for your review and signature along with verification of your proposed rigging plot.

Equipment and Service Fees

ITEM	FEE
EQUIPMENT:	
Notepad w/pen	26.00/dozen
Hard candies	6.00/bowl
Table	18.00
Table w/linen	23.00
Table w/linen and skirting	30.00
Table, talk show or lobby	75.00
Linen - refresh	6.00
Skirt – refresh (cost to dry clean)	38.00
Podium	30.00
Bar Stool	15.00
Coat Rack with hangers and perforated tickets	30.00
Dance Floor (15'x15' or larger)	350.00
Dance Floor (smaller than 15'x15')	150.00
Outdoor Heaters	95.00 each
Pipe & Drape (2 bases)	20.00 per section
Stanchion (2 bases)	20.00 per section
Risers (16", 24", 42")	30.00 per 6' x 8'
Chairs, talk show or lobby	75.00
Chair, banquet	5.00
SERVICES:	
Labor Fees:	
Including but not limited to: removing decorations, preparing for fog machines, additional room refreshes, airwall open/close, room turns or balloon drops	50.00/hr per person
VIP Set: leather blotter, glassware, hard candies (up to 24 settings)	60.00/day
Room Turns:	
Steinbeck 1A, 1B, 1C	50.00 section
Steinbeck 1, 2, 3	150.00 per section
Colton	50.00 per section
Serra 1	450.00 minimum
Serra 2 (Based On Setup Requirements)	400.00 minimum
Water Dispenser (5 gallon containers)	45.00 per unit, 25.00 per refill
Individual Boxed Water	\$2.00 per unit
Display Monitors, LED small, 25"	25.00 per screen per set up
Display Monitors, LED large, 65"	100.00 per screen per set up
Carpet Replacement	\$100 per carpet square + applicable labor fees
Re-Key Lock + (1) Key	75.00
Additional Keys	25.00 each
Unreturned Keys	25.00 each
Shipment per cardboard box (advance arrangements)	25.00/day to store (5 boxes for the RENTER is complimentary with receipt no earlier than 2 days prior to move in)
Shipment, oversized (advance arrangements)	110.00/day to store
Shipment, pallet	110.00 + 50.00/additional day to store, includes forklift assistance
Pallet disposal (required to remove from premises)	300/pallet
OFFICE SUPPLIES:	
Administrative fees if outside services are billed to master	25%
Photocopies	.25 each

With meeting room rental, one standard room set up is included per day for schoolroom, theater, conference, hollow square or u-shape, one head table, one registration table and one material table. For a basic set up charges apply for a podium, riser, and water service as stated above. Our in house audiovisual provider will assist with quotes for audiovisual equipment, rigging, easels, internet, and electrical services.

All rates and policies are subject to change.

From: [Mark McDonald](#)
To: [Lanie Wheeler](#); [Pete Horton](#)
Cc: [Trina Krider](#)
Subject: FW: Monterey Conference Center Contract
Date: Friday, August 28, 2020 9:13:41 AM
Attachments: [Event Planner Guide.pdf](#)

Trina Below is a reply on Item 7 & 8 of the convention center contract also attached is the event planner guide for the meeting on Monday. Please forward to the committee.

Mark W. McDonald

District Secretary, Executive Director
California Nevada Hawaii District of Kiwanis
8360 Red Oak St. Suite 201
Rancho Cucamonga, Ca. 91730
909-736-1703
Fax 909-989-7779

From: Tonya Hufford <hufford@monterey.org>
Sent: Friday, August 21, 2020 12:36 PM
To: Mark McDonald <mark@cnhkiwanis.org>
Subject: Re: Monterey Conference Center Contract

Hi Mark,

Your voicemail says you're out of the office until the 31st. I reviewed items 7 & 8 in the contract since you mentioned having questions about those items too.

Item #7 is stating that we have an exclusive contract for food and beverage (Monterey Marriott is our provider).

Item #8 speaks to the exclusive vendors we have in-house, which you'll find more info for in the Event Planner Guide.

My apologies. It is standard that the Event Planner Guide is sent along with the contract, as it is referred to as exhibit 2. I must have forgotten to attach it initially.

We can touch base when you return to the office. Enjoy your time away.

Tonya
Tonya Hufford
City of Monterey
Operations Supervisor | Monterey Conference Center
Emergency Operations Center | Logistics Section Chief
831-601-2564 Cell / 831-646-3780 Office

“Stay Home. Save Lives. Meet the Moment.”



August 18, 2020

1100 Nugget Avenue
 Sparks, Nevada 89431
 (775) 356-3342 Direct / 1-800-843-2427
 (775) 356-3321 Fax / kovies@marnellgaming.com
 Room Reservations Only (800) 648-1177

Mark McDonald
 Cal-NV-Hi District of Kiwanis International
 8360 Red Oak St. Suite 201
 Rancho Cucamonga, CA 91730

Subject: CAL-NV-HI DISTRICT KIWANIS INTERNATIONAL CONVENTION
 August 11, 2026 to August 17, 2026

Dear Mark,

We are pleased that you have chosen the Nugget Casino Resort to host Cal-Nv-Hi District Kiwanis International Convention. This serves as a Letter of Agreement between Cal-Nev-Hi District of Kiwanis International (herein referred to as Group) and the Nugget Casino Resort (herein referred to as Hotel).

GUESTROOM/RATE ACCOMMODATIONS

Please find below the specifications that are being held on a tentative basis pending your signing of this Agreement and the subsequent countersigning of this Agreement by Hotel, or until such time as another group requests the same set of dates:

		Tue 08/11/2026		Wed 08/12/2026		Thu 08/13/2026		Fri 08/14/2026	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
Resort Tower King or Double Queen NS	S/D	1	\$125.00	101	\$125.00	341	\$125.00	406	\$125.00
Resort Tower Hospitality Suites – NS	S/D	2	\$0.00	2	\$0.00	2	\$0.00	2	\$0.00
Resort Tower Presidential Suites – NS	S/D	2	\$0.00	2	\$0.00	2	\$0.00	2	\$0.00
Resort Tower – One Bedroom Suites (Hotel Choice)	S/D	15	\$125.00	15	\$125.00	15	\$125.00	15	\$125.00
		Sat 08/15/2026		Sun 08/16/2026					
	Occupancy	Rooms	Rate	Rooms	Rate				
Resort Tower King or Double Queen NS	S/D	341	\$125.00	1	\$125.00				
Resort Tower Hospitality Suites – NS	S/D	2	\$0.00	2	\$0.00				
Resort Tower Presidential Suites – NS	S/D	2	\$0.00	2	\$0.00				
Resort Tower – One Bedroom Suites (Hotel Choice)	S/D	15	\$125.00	15	\$125.00				

Total Agreed Guestrooms: **1,305**

The above rates are per guestroom, per night, single or double occupancy, plus applicable taxes; currently 13.5% occupancy and \$2.00 tourism surcharge.

Initial

RESORT FEE

A daily resort fee of \$26 per room, per night plus room tax of 13.5% (tax is subject to change), will be charged in addition to the room rates set forth above. This fee includes:

- Daily complimentary wireless internet in guest rooms
- Complimentary local phone calls
- Daily complimentary bottled water, two bottles per day
- Keurig coffee maker
- In-room safe
- Round-trip shuttle transportation service to the Reno-Tahoe International Airport
- Unlimited use of the year-round Atrium Pool
- Unlimited use of the Fitness Center
- Valet and self-parking in our secured, covered parking structure

Unless otherwise specified, the resort fee will be posted to the individual's room account. Taxes are subject to change without notice.

REBATE

Hotel will pay \$10.00 per room night booked within the contracted group room block, at the contracted group rate. Rebate will be paid to Group as a credit to the group's master account. Rebate will not be paid on staff rooms at a lower rate, or on complimentary room nights.

COMMISSION

The group rate is net non-commissionable.

GUESTROOM POLICY

Hotel must approve any modifications to the guestrooms, corridors or any location in the hotel towers, including, but not limited to: removal of furniture, fixtures, artwork, etc; adding tables or chairs, signage, using guestrooms as meeting rooms or exhibit rooms.

CONCESSIONS

Hotel is pleased to provide the following concessions:

- Hotel will provide two (2) complimentary Presidential Suites over the contracted dates
- Hotel will provide two (2) complimentary Hospitality Suites over the contracted dates
- Hotel will provide five (5) staff rooms at \$69.00 per night
- Hotel will provide fifteen (15) one-bedroom suite upgrades at the group rate
- Hotel will extend a 25% discount on all rented audio-visual equipment through the hotel
- Hotel will provide a \$10.00 rebate per fully paid room to the Kiwanis Foundation
- Hotel will provide thirteen (13) welcome amenities for designated VIP guests
- Hotel currently has average menu prices of \$23 Breakfast, \$30 Lunch, \$45 Dinner and \$15 reception for snack type food items. All pricing is subject to additional tax and gratuity. Hotel will not increase these prices more than 10% to estimate cost for the 2026 convention
- Hotel will not require a food and beverage minimum
- Hotel will not require attrition on guest room block
- Hotel will provide a three-week reservation cutoff date
- Guests may entertain in their guestrooms with no corkage fees
- Hotel will provide five (5) complimentary guestrooms for students each night which will be provided via rooming list
- Group can bring in their own AV without additional cost. AV tech services fees may apply
- Hotel will provide up to ten (10) complimentary room nights for Kiwanis Executive Director and officers for pre-planning meeting

ROOM RELEASE DATE (CUT-OFF)

Hotel policy recognizes a cut-off date for reservations. Any reservation request received after that time may be accepted on “space available” basis at the prevailing hotel rates. **Group’s cut-off is Tuesday, July 21, 2026.** All guestrooms not reserved at the cut-off date will revert back to Hotel for re-sale. This does not relieve Group of any attrition charges as outlined in the attrition clause below.

RESERVATION METHOD

Attendees will call our toll-free reservation line (800) 648-1177, identifying themselves by your GROUP Name to secure reservations.

Individual guest room deposits, in the amount of the first night’s room and occupancy tax, are required at the time of booking reservations.

Hotel allows individual cancellations without penalty up to twenty-four (24) hours prior to the attendees’ scheduled arrival date. Cancellation within twenty-four (24) hours of the scheduled arrival date, or failure of the individual to check-in on the scheduled arrival date shall forfeit the individual deposit. Any remaining nights of a “no-show” reservation will be canceled. It is policy to require a credit card or cash deposit for incidental charges at check-in.

Hotel accepts Visa, MasterCard, American Express, Discover, or Diners Club.

Check-in time is 3:00 PM and check-out time is 11:00 AM. Any departures after 11:00 AM are subject to the full day charge.

Each guestroom must have at least one registered guest twenty-one (21) years of age or older.

PAYMENT METHOD

Unless otherwise notified, guest room, taxes, and incidentals will be the responsibility of the individuals.

All banquet charges will be applied to Group's Master Account.

ATTRITION

Hotel has agreed to waive all guestrooms attrition based on group’s history at the hotel. Hotel has used the groups history to reserve the above room block.

CANCELLATION

The following schedule represents a reasonable effort on behalf of Hotel to establish its actual damages for such cancellation. It is agreed that such schedule shall represent liquidated damages to be paid by Group for cancellation of this agreement. These damages are not to constitute a penalty.

TIMEFRAME	CANCELLATION FEE
Signing of Agreement To One year out	20% of anticipated guest room and F&B revenues
Between one year and 45 days from arrival	60% of anticipated guest room and F&B revenues
Less than 45 days to arrival	100% of anticipated guest room and F&B revenues

The aforementioned cancellation schedule may be waived in the event Group reschedules another meeting of equal room nights and food and beverage functions to be held within twelve (12) months of contracted dates.

FUNCTION REQUIREMENTS

Hotel will provide Group with function space in accordance with the following schedule of events. Meeting and function assignments are based on the contracted number of people attending the meetings and banquet functions. Hotel reserves the right to make reasonable substitutions to meeting and banquet rooms, with prior notification to Group.

TENTATIVE SCHEDULE OF EVENTS

Date	Time	Event	Room	Setup	AGR	Rental
Tue, 08/11/26	8:00 AM - 11:45 PM	Storage	Foyer Storage (N1)		-	Complimentary
Tue, 08/11/26	8:00 AM - 11:59 PM	Office	Redwood 8	Office	-	Complimentary
Tue, 08/11/26	8:00 AM - 11:59 PM	Storage	Redwood 7	Other	-	Complimentary
Tue, 08/11/26	2:30 PM - 5:00 PM	Meeting	Nugget Ballroom	Rounds	-	Complimentary
Wed, 08/12/26	8:00 AM - 2:00 PM	Meeting	Redwood 6	Conference	30	Complimentary
Wed, 08/12/26	8:00 AM - 5:00 PM	Exhibits	Foyer Nugget 1	Exhibits	-	Complimentary
Wed, 08/12/26	8:00 AM - 5:00 PM	Meeting	Cascade 3, 4	Rounds	100	Complimentary
Wed, 08/12/26	8:00 AM - 11:45 PM	Storage	Foyer Storage (N1)		-	Complimentary
Wed, 08/12/26	8:00 AM - 11:59 PM	Office	Redwood 8	Office	-	Complimentary
Wed, 08/12/26	8:00 AM - 11:59 PM	Exhibits	Foyer Sierra	Exhibits	-	Complimentary
Wed, 08/12/26	8:00 AM - 11:59 PM	Storage	Redwood 7	Other	-	Complimentary
Wed, 08/12/26	10:00 AM - 12:00 PM	Meeting	Central Pacific	Conference	20	Complimentary
Wed, 08/12/26	12:00 PM - 11:59 PM	General Session	Nugget Ballroom	Rounds	600	Complimentary
Wed, 08/12/26	2:00 PM - 5:00 PM	Meeting	Redwood 5	Theater Style	28	Complimentary
Wed, 08/12/26	6:00 PM - 9:00 PM	Dinner	Chalet Terrace Room	Rounds	100	Complimentary
Thu, 08/13/26	8:00 AM - 5:00 PM	Meeting	Sierra 1	Rounds	80	Complimentary
Thu, 08/13/26	8:00 AM - 5:00 PM	Meeting	Sierra 2	Theater Style	150	Complimentary
Thu, 08/13/26	8:00 AM - 5:00 PM	Meeting	Sierra 3	Theater Style	150	Complimentary
Thu, 08/13/26	8:00 AM - 5:00 PM	Meeting	Redwood 6	Conference	30	Complimentary
Thu, 08/13/26	8:00 AM - 5:00 PM	Exhibits	Foyer Sierra	Exhibits	-	Complimentary
Thu, 08/13/26	8:00 AM - 5:00 PM	Exhibits	Foyer Nugget 1	Exhibits	-	Complimentary
Thu, 08/13/26	8:00 AM - 11:45 PM	Hold	Sierra Ballroom		-	Complimentary
Thu, 08/13/26	8:00 AM - 11:45 PM	Out of Order	Sierra 4	Other	-	Complimentary
Thu, 08/13/26	8:00 AM - 11:45 PM	Storage	Foyer Storage (N1)		-	Complimentary
Thu, 08/13/26	8:00 AM - 11:59 PM	Office	Redwood 8	Office	-	Complimentary
Thu, 08/13/26	8:00 AM - 11:59 PM	Storage	Redwood 7	Other	-	Complimentary
Thu, 08/13/26	12:00 PM - 5:00 PM	Meeting	Sierra 5	Combo Seating	150	Complimentary
Thu, 08/13/26	12:00 PM - 11:59 PM	General Session	Nugget Ballroom	Rounds	600	Complimentary
Thu, 08/13/26	6:00 PM - 9:00 PM	Dinner	Chalet Terrace Room	Rounds	125	Complimentary

Fri, 08/14/26	7:00 AM - 8:00 AM	Breakfast	Nugget Ballroom	Rounds	200	Complimentary
Fri, 08/14/26	8:00 AM - 9:00 AM	General Session	Nugget Ballroom	Rounds	600	Complimentary
Fri, 08/14/26	8:00 AM - 5:00 PM	Breakout	Redwood 1	Theater Style	30	Complimentary
Fri, 08/14/26	8:00 AM - 5:00 PM	Exhibits	Foyer Sierra	Exhibits	-	Complimentary
Fri, 08/14/26	8:00 AM - 5:00 PM	Exhibits	Foyer Nugget 1	Exhibits	-	Complimentary
Fri, 08/14/26	8:00 AM - 5:00 PM	Meeting	Sierra 1	Rounds	80	Complimentary
Fri, 08/14/26	8:00 AM - 5:00 PM	Meeting	Sierra 2	Theater Style	150	Complimentary
Fri, 08/14/26	8:00 AM - 5:00 PM	Meeting	Sierra 3	Theater Style	150	Complimentary
Fri, 08/14/26	8:00 AM - 5:00 PM	Meeting	Sierra 5	Theater Style	150	Complimentary
Fri, 08/14/26	8:00 AM - 11:45 PM	Hold	Sierra Ballroom		-	Complimentary
Fri, 08/14/26	8:00 AM - 11:45 PM	Out of Order	Sierra 4	Other	-	Complimentary
Fri, 08/14/26	8:00 AM - 11:45 PM	Storage	Foyer Storage (N1)		-	Complimentary
Fri, 08/14/26	8:00 AM - 11:59 PM	Office	Redwood 8	Office	-	Complimentary
Fri, 08/14/26	8:00 AM - 11:59 PM	Storage	Redwood 7	Other	-	Complimentary
Fri, 08/14/26	9:00 AM - 5:00 PM	Breakout	Cascade 1	Theater Style	150	Complimentary
Fri, 08/14/26	9:00 AM - 5:00 PM	Breakout	Cascade 3, 4	Rounds	150	Complimentary
Fri, 08/14/26	10:30 AM - 12:00 PM	Meeting	Cascade 2	Other	100	Complimentary
Fri, 08/14/26	12:00 PM - 1:45 PM	Lunch	Nugget Ballroom	Rounds	300	Complimentary
Sat, 08/15/26	7:00 AM - 8:00 AM	Breakfast	Nugget Ballroom	Rounds	200	Complimentary
Sat, 08/15/26	8:00 AM - 12:00 PM	Meeting	Sierra 1	Rounds	80	Complimentary
Sat, 08/15/26	8:00 AM - 12:00 PM	Meeting	Sierra 2	Theater Style	150	Complimentary
Sat, 08/15/26	8:00 AM - 12:00 PM	Meeting	Sierra 3	Theater Style	150	Complimentary
Sat, 08/15/26	8:00 AM - 12:00 PM	Meeting	Sierra 5	Theater Style	150	Complimentary
Sat, 08/15/26	8:00 AM - 12:00 PM	Hold	Sierra Ballroom		-	Complimentary
Sat, 08/15/26	8:00 AM - 12:00 PM	Out of Order	Sierra 4	Other	-	Complimentary
Sat, 08/15/26	8:00 AM - 5:00 PM	Breakout	Redwood 1	Theater Style	30	Complimentary
Sat, 08/15/26	8:00 AM - 5:00 PM	Exhibits	Foyer Sierra	Exhibits	-	Complimentary
Sat, 08/15/26	8:00 AM - 5:00 PM	Exhibits	Foyer Nugget 1	Exhibits	-	Complimentary
Sat, 08/15/26	8:00 AM - 9:00 PM	General Session	Nugget Ballroom	Rounds	600	Complimentary
Sat, 08/15/26	8:00 AM - 11:45 PM	Storage	Foyer Storage (N1)		-	Complimentary
Sat, 08/15/26	8:00 AM - 11:59 PM	Office	Redwood 8	Office	-	Complimentary
Sat, 08/15/26	8:00 AM - 11:59 PM	Storage	Redwood 7	Other	-	Complimentary
Sat, 08/15/26	9:00 AM - 7:00 PM	Breakout	Cascade 1	Theater Style	150	Complimentary
Sat, 08/15/26	9:00 AM - 7:00 PM	Breakout	Cascade 3, 4	Theater Style	150	Complimentary
Sat, 08/15/26	12:00 PM - 1:45 PM	Lunch	Nugget Ballroom	Rounds	400	Complimentary
Sat, 08/15/26	2:00 PM - 4:45 PM	Breakout	Redwood 5	Classroom	30	Complimentary
Sat, 08/15/26	6:00 PM - 7:00 PM	Reception	Nugget 1	Reception	350	Complimentary
Sat, 08/15/26	7:00 PM - 9:30 PM	Dinner	Nugget Ballroom	Rounds	350	Complimentary
Sat, 08/15/26	8:15 PM - 9:30 PM	General Session	Nugget Ballroom	Rounds	600	Complimentary
Sun, 08/16/26	8:00 AM - 9:00 AM	Breakfast	Cascade 1	Rounds	40	Complimentary
Sun, 08/16/26	8:00 AM - 11:45 PM	Storage	Foyer Storage (N1)		-	Complimentary
Sun, 08/16/26	8:00 AM - 11:59 PM	Office	Redwood 8	Office	-	Complimentary
Sun, 08/16/26	9:00 AM - 10:30 AM	Breakout	Redwood 5	Conference	30	Complimentary

FOOD / BEVERAGE AND AUDIO/VISUAL POLICIES

Catering/menu prices will be quoted six months prior to arrival date.

It is the policy of the Hotel that all Audio/Visual equipment be rented from the Hotel in-house Audio/Visual Department. Unless otherwise agreed to by and between Hotel and Group.

CREDIT PROCEDURES / MASTER ACCOUNT

Based on the estimated charges of Group functions and the financial information provided, a minimum of thirty percent (30%) pre-payment may be required, a minimum of ten (10) business days, prior to the Group arrival. If a Direct Billing account is not established, the remaining balance must be paid at checkout by appointment with the Hotel Convention Billing Department. Hotel requires that payment of all undisputed Master Account billing charges be made in full within thirty (30) days upon receipt of the statement. After thirty (30) days, any unpaid, undisputed balance will be subject to a 1.5% monthly finance charge.

FOOD / BEVERAGE AND AUDIO/VISUAL POLICIES

Hotel currently (2020) has average menu prices of \$23 Breakfast, \$30 Lunch, \$45 Dinner and \$15 reception for snack type food items. All pricing is subject to additional tax and gratuity. Hotel will not increase these prices more than 10% to estimate cost for the 2026 convention.

It is the policy of the Hotel that all Audio/Visual equipment be rented from the Hotel in-house Audio/Visual Department, however Hotel agrees to allow Group to provide its own AV equipment for the 2026 program. Group shall be responsible for set-up, maintenance and security of all equipment provided by an outside vendor.

EXHIBITS

Should Group have exhibits, please refer to the Convention Sales and Services Guidelines for detailed instructions regarding Hotel's policies and procedures concerning exhibits.

SECURITY

For certain events, Hotel may require that Group provide security, or Group may wish to contract security. Security is to be provided at Group's expense and can be arranged through Hotel. All security officers must be unarmed and only Hotel approved security firms may be used. All outdoor functions require security to maintain the privacy of your event.

LOSS AND DAMAGE

Group agrees to be responsible for any damage done to equipment or function room during the time the function room is under their control, including damage or excessive cleanup made necessary by any setup or teardown. Hotel will not be responsible for the loss or damage of articles left in Hotel or function room before, during and after the event.

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 arising out of or resulting from the respective obligations pursuant to this contract.

POLICIES AND PROCEDURES

Hotel's Convention Sales and Services Guidelines, which may be amended from time to time, are hereby incorporated into this Agreement by reference, and Group agrees to abide by all Convention Sales and Services Guidelines.

ADA ACCESS AND ACCOMMODATION

Hotel represents, and Group acknowledges that, beginning on January 1, 1992, and continuing thereafter in accordance with the compliance dates established or required under Title III of the Americans With Disabilities Act, and the regulations promulgated hereunder ("ADA"), Hotel facilities being rented to Group under this agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Group agrees that by thirty (30) days in advance of the meeting, it will furnish to Hotel a list of any auxiliary aids needed in any meeting room or function space by its attendees. Should such auxiliary aids be required, the Group shall pay all charges associated with the acquisition, rental or provision of such aids.

COMPLIANCE WITH LAWS

Group warrants and represents that it shall, in its sole cost and expense, conform to and comply with all applicable laws.

INDEMNIFICATION

Hotel and Group each agree to defend, indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorney's fees, and costs arising from any claim, action, cause of action or liabilities arising out of or resulting from the negligence or misconduct of the indemnifying party pursuant to the performance of the indemnifying party's obligation hereunder. Except as otherwise specifically set forth in this agreement, in no event shall either party be liable for any indirect, incidental, punitive, special, consequential or exemplary damages of any kind or amount (including without limitation loss of revenues, loss of profits, loss of goodwill, loss of business opportunity, lost computer time, damage or loss of data even if informed of the possibility thereof in advance, and regardless of the form of action or legal theory (including tort, breach of contract or strict liability) arising out of, in connection with or related to this agreement. Each party's maximum liability to the other for damages resulting from or relating to this agreement shall be limited to direct money damages only and shall not exceed the amount payable by either party under this agreement.

FORCE MAJEURE

If, as a result of a Force Majeure Event (defined below), Group or Hotel is unable to, or is prevented from, fulfilling its obligations under this Agreement, then Group's and Hotel's obligations hereunder shall be fully excused and neither party shall have any further obligation to the other hereunder. A "Force Majeure Event" is defined as any one or more of the following causes which makes performance of a party's obligations contemplated by this Agreement impossible, unfeasible or unsafe: acts of God; act(s), order(s), rule(s), or regulation(s) of any public authority, government agency, or court; epidemic, pandemic, disease, act(s) of the public enemy; act(s) or threat(s) of terrorism; threats; insurrections; riots or other forms of civil disorder in, or around, the location of the Hotel which a reasonable person would believe jeopardizes the safety of persons; strike, lockout, or other forms of labor disputes; fires; explosions; floods; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within Hotel's or Group's reasonable control; or other similar or dissimilar causes beyond the reasonable control of Group or Hotel which make performance of party's obligations contemplated by this Agreement impossible, infeasible or unsafe.

Either party may terminate this Agreement upon the occurrence of any one or more Force Majeure Events upon written notice of to the other party, provided it is reasonably practicable to provide such advanced written notice.

UNDERAGE GAMING/DRINKING

Group acknowledges and understands that it is unlawful for any person under the age of twenty-one (21) years to possess or consume alcoholic beverages, play any gambling game or slot machine or loiter in any gaming area. Group further acknowledges and understands that it is unlawful to aide, assist or permit a person under the age of twenty-one (21) years to participate in these activities. Group acknowledges that it shall be responsible for preventing such unlawful activity at its function or by persons attending the function. Group further acknowledges that failure to do so shall be grounds for immediate termination of the function.

MISCELLANEOUS

This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and may be amended only in writing signed by the parties. Any waiver by a party of any

default or breach herein by the other shall not be deemed or construed to be a waiver of any subsequent default or breach. This agreement may be executed in one or more counterparts, including, without limitation, facsimile or electronic counterparts, each of which shall be considered an original and one and the same document. This agreement shall be construed as if all parties have been involved in its preparation, and any rules of construction to the contrary are hereby specifically waived. If any provision of this agreement is deemed unenforceable by any court of competent jurisdiction, then such provision shall be reformed by the court in such a manner as to make the provision enforceable as near the parties' manifest intent as possible. This agreement shall be governed by and construed in accordance with Nevada law, without resort to such state's conflicts of laws principles. The courts located in Washoe County, Nevada shall have sole and exclusive jurisdiction and venue over any matter arising out of or connected with this agreement, to which both parties submit to jurisdiction. In the event of any action, suit or proceeding arising out of or in connection with this agreement, the prevailing party shall be awarded actual attorney fees and costs.

CONFIRMATION PROCEDURES

This contract will be considered definite only after it has been signed by an authorized individual of Group, on or before **Friday, September 18, 2020** and subsequently countersigned by Hotel. Until the contract is fully executed and the appropriate deposit is received, no inventory is guaranteed. Until that time, Hotel reserves the right to release the space being held in this Agreement for Group.

ACCEPTED BY:

On behalf of the Group, I hereby accept the offer that Hotel has set forth in this letter and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind Group to this Agreement.

Nugget Casino Resort

Cal-Nv-Hi District Kiwanis International

Kristina Ovies
National Sales Director

MARK MCDONALD
DISTRICT SECRETARY / EXECUTIVE DIRECTOR

Date

Date