



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

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

REVISED CONTRACT

Monday, September 28, 2020

Mark W. McDonald

California-Nevada-Hawaii District of Kiwanis International

8360 Red Oak Street, Ste. 201
Rancho Cucamonga, CA. 91730

Dear Mark W. McDonald,

Thank you for choosing Riverside and the Riverside Convention Center (the "Center") for your important event ("Event"). The Center's entire hospitality team is looking forward to serving you, ensuring that your event is an extraordinary success and exceeds even your highest expectations.

It is my pleasure to offer for your approval and signature the following contract ("Contract") regarding use of the Riverside Convention Center. The contract is between Raincross Hospitality Corporation dba The Riverside Convention Center ("The Center") as Agent for the City of Riverside and **California-Nevada-Hawaii District of Kiwanis International** ("Client").

SECTION I: EVENT DETAIL

- A. GROUP/CLIENT:** California-Nevada-Hawaii District of Kiwanis International
- B. EVENT:** Circle K Convention 2023
- C. CONTACT:**
Name: Mark W. McDonald
Phone: 909-736-1703
Fax: 909-989-7779
Email: mark@cnhkiwanis.org
- D. EVENT DATES:** Thursday, March 23, 2023 through Sunday, March 26, 2023
- E. ATTENDEES:** 700

F. CLIENT'S PRIMARY CONTACT AT THE CENTER:

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

NOTE: A summary of contacts is included in "QUICK LOOK SUMMARY" in Addendum "A", CONTACT SUMMARY.

G. TENTATIVE CONTRACT, DEPOSIT, and DEFINITE CONTRACT: The Center is holding the above date(s) for Client on a tentative basis until **Monday, October 26, 2020**. If the Center has not received a signed contract and the deposit by **Monday, October 26, 2020**, the held date(s) shall be released, and this Contract shall be terminated and of no further force and effect. This Contract shall become binding on the parties once the Center has confirmed receipt of the following: 1) A fully executed contract including all pages initialed and/or signed (by scan, fax or other form of delivery), 2) the specified deposit, and 3) if applicable, signed hotel(s) contract(s) as presented to Center by the Riverside Convention and Visitor's Bureau (RCVB).

H. TENTATIVE ROOM BLOCK, SET-UP REQUIREMENTS and CATERING ARRANGEMENTS: The Center has tentatively blocked the space listed below according to the information provided by Client. Please note: Unless otherwise stated, the Center reserves the right to reset rooms to their standard state or for other events after hours listed below. **PLEASE READ AND REVIEW CAREFULLY. *Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.**

DAY/DATE	TIME	FUNCTION	LOCATION	SET-UP
Thursday, March 23, 2023	9:00 AM to 24 Hour hold	Office	MR 6	TBD
Friday, March 24, 2023	24 Hour Hold	SPACE HOLD	MR 1	TBD
		Office	MR 6	TBD
	9:00 AM to 12:00 PM	District Board Meeting	MR 7	U-Shape for 25pp. w/ Theater for 10pp.
	1:00 PM to 5:00 PM	Convention Registration/ Delegate Registration	Upper Concourse	Registration for 700pp.
	2:00 PM to 5:00 PM	Stage Decorating/Opening Session/General Session	EH - A & B	Theater for 700pp.
	5:00 PM to 7:00 PM	Fundraising Table	Upper Concourse	Existing
	5:00 PM to 6:00 PM	S.A.A Committee Meeting	MR 8	Theater for max 84pp.
	7:00 PM to 12:00 AM	Contest Judging	MR 9	Banquet for 30pp.
	9:15 PM to 10:00 PM	Candidates Meeting	MR 7	Theater for max 84pp.
		Caucus Leaders Meeting	MR 8	
10:00 PM to 12:00 AM	Caucus Session 1	MR 10	Theater for 150pp.	
		Ballroom A		
		Ballroom B		
		Exhibit Hall C		
Saturday, March 25, 2023	24 Hour Hold	SPACE HOLD	MR 1	TBD
		Office	MR 6	TBD
	8:00 AM to 5:00 PM	Convention Registration/ Delegate Registration	Upper Concourse	Registration for 700pp.
	8:00 AM to 4:30 PM	Caucus Session 2/ Workshops	Ballroom A	Theater for 150pp.
			Ballroom B	
Exhibit Hall C				
		MR 2 & 3		
		MR 4 & 5		

Saturday, March 25, 2023 (cont'd.)	9:00 AM to 12:00 PM	McElwain Scholarship Judging	MR 7	Conference for 10pp.
	10:00 AM to 11:30 AM	Awards Dinner Rehearsal	EH - A & B	Banquet for 700pp.
	10:00 AM to 4:00 PM	Fundraising Table	Upper Concourse	Existing
	12:00 PM to 1:00 PM	Luncheon	EH - A & B	Banquet for 800pp.
	2:00 PM to 4:30 PM	House of Delegates	MR 8/9/10	Classroom for 80pp. w/ Theater for 30pp.
	5:30 PM to 6:30 PM	Honors Reception	Ballroom B	Reception for 100pp.
	7:00 PM to 1:00 AM	Awards Night/Dance	EH - A & B	Banquet for 700pp.
	10:00 PM to 1:00 AM	Karaoke/Casino	Ballroom	Banquet for max 250pp.
Sunday, March 26, 2023	24 Hour Hold to 5:00 PM	Office	MR 6	TBD
	8:30 AM to 5:00 PM	Rehearsal/ Farewell Session	EH - A & B	Theater for 800pp.
	1:30 PM to 5:00 PM	District Board Meeting/ D.O.T.C #1	MR 7/8/9	U-Shape for 40pp. w/ Theater for 20pp.

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

J. ESTIMATED COSTS:

ESTIMATED COSTS		
ROOM RENTAL:	\$22,476.56 ++	Room Rental does NOT include service charge and sales tax (++ Currently service charge is 21% and sales tax is 8.75%). Note: Service charge and sales tax is subject to change prior to Event.
ESTIMATED FOOD & NON-ALCOHOLIC BEVERAGE CREDIT:	(\$39,407.55)	".65 Cents-for-Dollar" Food & Non-Alcoholic Beverage Credit <i>*applied towards your Room Rental.</i> (Specifically excluding concession revenue, bar revenue, service charge and sales tax.) Note: Credit may change based upon final guarantees. (Anticipated Food & Non-Alcoholic Beverage Revenue of \$60,627.00 x .65 Cents-for-Dollar Food & Beverage Credit = \$39,407.55)
REMAINING ROOM RENTAL RESPONSIBILITY:	\$0.00++	Client Room Rental responsibility is the difference between Room Rental less Food & Non-Alcoholic Beverage Credit. Note: Remaining Room Rental Responsibility may change based on final food & beverage guarantee.
ESTIMATED CONTRACTED COST:	\$60,627.00++ = \$79,777.55 Inclusive	Estimated Contracted Cost is Remaining Room Rental Responsibility, plus Anticipated Food & Non-Alcoholic Beverage Revenue. <i>*Amounts listed in Estimated Costs do not include applicable Miscellaneous Fees, Alcoholic Beverages, Audio Visual, Internet, Parking, Service Charges, Sales Tax, etc.</i>

SECTION II. GENERAL CONTRACT INFORMATION, STANDARDS, AND REQUIREMENTS

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

B. CONTRACT PRICING: All pricing included in Contract reflects current pricing and may not be applicable if Event takes place more than 12 months after date of fully executed contract in which case Client should anticipate an increase of no more than 5% per year on food and beverage pricing.

C. DEPOSITS AND PAYMENTS:

- 1) A deposit of **\$3,625.00 has been rolled over from 2020 Convention.** This deposit, which is non-transferable and non-refundable, will be deducted from Client's overall balance due. The signed contract is due by **Sunday, September 13, 2020.**
- 2) **If Event takes place more than one (1) year after execution of Contract, an addition deposit of 10% of estimated Center charges will be due and payable one (1) year prior (03/23/22) to the date of Event. If applicable to Event, this equates to \$7,900.00.**

- 3) If Event is scheduled within 12 months of signed Contract, Client shall pay a non-transferable and non-refundable deposit in the amount of 15% of the estimated Center charges at time of signed Contract.
- 4) ~~Ninety (90) days prior (12/23/22)~~ to the date of Event, **an additional 35% of the estimated Center charges shall be due and payable, which equates to \$35,600.00.**
- 5) If Event is contracted within a ninety (90) days of Event, Client shall pay a non-transferable and non-refundable deposit in the amount of 50% of the estimated Center charges at time of signed Contract.
- 6) **Complete pre-payment of estimated Center charges** for Event is required **four (4) business days (03/17/23)** prior to Event by cash, company printed check, cashier's check, money order or credit card.
- 7) If Client has established credit terms in accordance with the Center's credit policy, Client shall be bound by terms of the stated credit policy.
- 8) Prior to start of Event, Client must submit a valid credit card for any additional charges incurred during Event.

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

***Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.**

D. CALIFORNIA STATE SALES TAX EXEMPTIONS: If Client, company, or organization requests a California state sales tax exemption, proof of sales tax-exempt status must be provided in the form of a letter from the California Department of Tax and Administration. Such proof must be presented to the Client's designated Sales Manager and/or assigned Convention Service Coordinator **on or before** the date Client submits its first deposit.

E. EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES: Facility fees are based upon rates as applicable and as indicated in **"QUICK LOOK SUMMARY" Addendum "A", EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES.**

F. TIME ALLOCATION/ROOM SET CHANGE FEE: The Center can be reserved for event times beginning as early as 5:00 a.m. and ending as late as 12:00 am. Should Client wish to stay beyond 12:00 am or need additional time for setup or tear down, arrangement can be made for an additional charge. A minimum charge of \$300.00 per room will be incurred if there is less than a three (3) hour turn-time for any function room being used by Client. Charges will be based on the labor requirements necessary to accommodate the change. Client must make special arrangements with assigned Convention Service Coordinator if Client anticipates that Event will continue past 12:00 am.

- ❖ Additional labor charges for overtime may apply and shall be based on current labor overtime rate.

G. LABOR CHARGES: Most labor charges are included in the estimated costs based upon previous discussions between the Center and the Client. If extraordinary services are required by Client, Client must make special arrangements with assigned Convention Service Coordinator. Additional charges may apply for extraordinary services.

H. LINEN: If Event includes meal service, the Center provides at no additional cost a choice of black or ivory-colored single-draped tablecloth and a choice of black, ivory, or burgundy-colored napkins.

- ❖ If Client desires additional linen, including double-draped linen or special colors, an additional charge will apply.

I. GUARANTEES FOR MEAL FUNCTIONS: To ensure the success of Event, the Center must receive Client's confirmed attendance ("Final Guarantee") for each meal function no later than **12:00 Noon PST five (5) business days** (excluding holidays and weekends) **prior to the date of the Event.**

Once the Final Guarantee is submitted to Center, the count may not be decreased.

- ❖ **Special Meals:** Client's assigned Convention Service Coordinator is available to consult on preparation and service of special meal planning requests and pricing to serve vegetarian, gluten free, vegan, kosher, halal, and other meals to meet Client or guest dietary restrictions. Special meal menu requests are due 30 days prior to start as outlined in the **"QUICK LOOK SUMMARY" in Addendum "A", IMPORTANT DATES** of Event. Special meal requests are to be included in Final Guarantee numbers.
- ❖ **Overage:** For every plated event, the Center shall be prepared to serve 3% over the final guarantee, up to a maximum of 30 meals. The Client will be charged based upon the Final Guarantee or the actual number of meals served, whichever is greater. The Center will make every effort to accommodate increases to Clients count(s) after the Final Guarantee is due. However, any increases exceeding 10% of the final guarantee will be subject to a 10% surcharge. If the count increases after the Final Guarantee deadline, the 3% overage will no longer apply.

- J. MEAL MINIMUM:** Breakfast prices begin at ~~\$19.50~~ per person, lunch pricing starts at ~~\$23.00~~ per person, and dinner service is available starting at ~~\$30.95~~ per person. Please refer to current menu selections for current pricing. No outside food and beverage are permitted to be brought into the Center or onto the Center's premises. ***Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.**
- K. ALCOHOLIC BEVERAGES:** The Center is the exclusive licensee and provider of alcoholic beverages. The Center reserves the right to: 1) Request proper identification (photo ID) of any person of questionable age and refuse serving alcoholic beverages to any person who is either underage or cannot produce proper identification, and 2) Refuse to serve alcoholic beverage to any person who, in the judgment of Center's event staff, appears intoxicated. Notwithstanding the foregoing, the Center may refuse to serve any patron at its discretion. The Center is regulated by the California Department Alcoholic Beverage Control. Per California state law, outside alcohol is not permitted to be brought into the Center or on the Center's premises by the Client or any of the Client's guests. Unauthorized alcohol will be confiscated.
- L. CONCESSIONS:** If concessions are requested by Client, the Center shall determine the hours of operation and may change hours at its discretion. The Center requires a minimum of 500 people to open concessions, plus a guarantee of \$1,250.00 in sales during a 4-hour period. Client shall be responsible for no less than the guarantee of \$1,250.00 in sales.
- M. PARKING:** The Center offers limited parking in City of Riverside parking Lot 33, adjacent to the Riverside Convention Center at a **cash rate of \$10.00** per vehicle/space/day. The Client may host parking for event attendees at a **hosted rate of \$8.00** per vehicle/space/day. If Client requires additional parking, vehicles may use street parking or alternate City parking lots/structures. The Center's Sales Manager will provide Client with a map and pricing for overflow parking.
- NOTE:** If recreational vehicles, trailers, buses, or other commercial or commercial-like vehicles will be used during the Event, special arrangements must be made, and additional costs may be incurred, by the Client.
- NOTE:** The City of Riverside, not the Center, owns and manages Parking Lot 33 and the City may establish laws, ordinances, rules, and regulations, from time to time regarding the availability and restrictions related to parking on City owned property.
- N. AUDIO VISUAL (AV):** Client shall contract all audio/visual equipment, rigging, labor and any other AV-related services through Center's exclusive in-house provider. All audio/visual charges are per-day and subject to service charge and sales tax.
- NOTE:** See **"QUICK LOOK SUMMARY" in Addendum "A", CONTACT SUMMARY** for Center's exclusive provider of AV services. ***Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.**
- O. INFORMATION TECHNOLOGY (IT), AND TELECOMMUNICATIONS:** Client shall contract all IT and telecommunications services through the Center's exclusive provider.
Complimentary Wi-Fi with shared 3/3 MBPS bandwidth is available throughout the Convention Center. The complimentary shared Wi-Fi is designed for general web browsing and checking emails only.
- NOTE:** **Upgrades to existing Center bandwidth or other special IT requests must be requested a minimum of 5 business days prior to Event start date and are subject to additional cost.**
- NOTE:** See **"QUICK LOOK SUMMARY" in Addendum "A", CONTACT SUMMARY** for Center's exclusive provider of IT services.
- P. ELECTRICAL:** The Center provides 120-volt/20-amp wall plug service. If Client requires electrical service beyond the Center's existing capacity, Client must contract, at its own cost, with a licensed electrical services company approved by Center. Such special electrical service must be arranged in advance. Client should contact assigned Convention Service Coordinator for Center-approved electrical providers.
- Q. DECORATIONS:** Event sets and certain decorations must meet with the approval of the Riverside Fire Department. Client's assigned Convention Service Coordinator will provide guidance in this regard. Extraordinary decorations and sets may be subject to additional agreements and charges. Affixing anything to the floors, walls or ceiling of the facility requires prior written approval of Center. The use of materials such as confetti, Silly String, or similar aerosol-delivered products are not permitted. **Open flame candles are expressly prohibited. Please see general terms and conditions for additional restrictions.**
- R. RIGHT OF INSPECTION:** In order to help ensure the health and safety of all clients and guests, Center event staff reserves the right to enter and inspect all function rooms and/or set bag check stations at Center entry points. If Center event staff observes any illegal activity or activity that staff reasonably believes could result in harm to persons or property, Center event staff has the

authority to immediately cancel Event, in which case all Client guests and event guests/invitees will be required to immediately vacate the premises. In such an event, Client will remain liable for all fees and charges related to the function pursuant to the terms of this Contract.

S. SECURITY: A Center security agent patrols the Center premises and monitors the Center's property 24 hours per day. If Client requires additional security personnel, an additional charge of \$65.00 per hour, per agent, will apply and must be contracted through the Center.

T. DAMAGE CLAUSE: Client is responsible for any damages or destruction to the Center premises resulting from any acts or omissions of the Client and/or its staff, personnel, agents, contractors, invitees, or guests of Client. Prior to Event, a walkthrough will be conducted with Client and either the Center's security or banquets personnel to identify and note any existing damage. A post-event walkthrough will be conducted to determine if any damage occurred during Event. Client will be responsible for any necessary repairs and must compensate the Center for all damage(s) or destruction that occurred during Event.

U. REQUIRED PERMITS:

1.) Health Permits:

If Client intends to buy, sell, or giving away of any food items, Client must obtain Riverside County Health permits. These permits must be secured and provided to Client's assigned Convention Service Coordinator at least ten (10) days prior to Event.

To obtain a health permit, contact:

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

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

2.) Vendor Seller's Permits:

If Event includes the buying or selling of any item, Client must obtain a Seller's Permit from the State Board of Equalization.

To obtain a Seller's Permit, contact:

**California Department of Tax and Fee Administration
3737 Main Street, Suite 1000, Riverside, CA 92501
Telephone: 951-680-6400
Website: <https://onlineservices.cdtfa.ca.gov/>**

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

3.) Fire Permits:

If Event includes any of the following, a special event permit is required to be obtained from the Riverside Fire Department:

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

To obtain fire permits, contact:

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

Riverside Fire Department office hours are Monday through Friday, 8:00 am – 5:00 pm.

NOTE: An event site plan is required to receive a fire permit.

NOTE: Fees related to diagram approval or site inspection are the responsibility of Client. The Center requires approved diagrams thirty (30) days prior to the start of Event. Client is required to keep a copy of the fire permit on property for the duration of the Event. Please

provide a copy of the fire permit to Client assigned Convention Service Coordinator.

4.) Signs/Flyers:

Per City of Riverside Municipal Codes 10.16.040 and 19.76.010, no unauthorized sign(s) may be posted within the city limits. Failure to comply with the above codes may result in a fine per sign, and/or a fine per incident imposed by the City of Riverside. Information regarding signs within the city limit can be found at:

https://library.municode.com/ca/riverside/codes/code_of_ordinances?nodeld=PTIICOOR_TIT10VETR_CH10.16TRCODE_10.16.040UNSILISIPRPUSTRI-W

To obtain fire permits, contact:

**City of Riverside Planning Department,
City Hall, 3900 Main Street – 3rd floor, Riverside, CA 92501
Telephone: 951-826-5371**

V. PACKAGE/MATERIAL DELIVERY:

If Client is shipping material to the Center prior to Event, please have all packages mailed to:

Attn: **CA-NV-HI District Kiwanis International**

Event Date: **Thursday, March 23, 2023**

Vendor Name & Booth #:

Riverside Convention Center

3637 Fifth Street

Riverside, CA 92501

Please ensure that notification of the shipper's name and the arrival date is provided to assigned Convention Service Coordinator. Also, please note that any materials received prior to 48 hours before Event or left behind 48 hours after Event conclusion, will incur storage charges of \$50.00 per day. Prior to the start of Event, please provide assigned Convention Service Coordinator with all information relating to the post-event pick-up of Client materials. Client is responsible for all packaging and shipping arrangements.

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

X. INSURANCE: Client shall provide the Center with proof of insurance no later than thirty (30) days prior to Event. Client shall procure and maintain insurance that fully covers risk and indemnity obligations as set forth in the Contract. Such insurance shall include Commercial General Liability for Bodily Injury and Property Damage including coverage for contractual liability assumed under this Contract, personal injury, independent contractors, broad form property damage, and products, which meets or exceeds the requirements of ISO CG 00 01: \$1,000,000 per occurrence and \$2,000,000 general aggregate and Worker's Compensation coverage as required by law. **The insurance policy shall specifically name: Raincross Hospitality Corporation dba Riverside Convention Center and the City of Riverside, The Riverside Civic Authority and their respective members, officers, directors, managers, agents and employees as additional insured, and shall state that the policy will not be canceled or materially changed for any reason without thirty (30) days prior written notice to the Center.** The policy will not be accepted if it contains a "best effort" modifier or relieves the insurer from any cause whatsoever prior to, during, or subsequent to, the Event date range covered by this Contract.

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

misconduct of the Riverside Convention Center Indemnified Parties.

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

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

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

Z. CANCELLATION: By entering into this Contract, the Center has reserved the aforementioned function rooms for Client to the exclusion of other business opportunities and has relied upon the estimated revenue from Client as outline in "**SECTION I: EVENT DETAIL**" item "**J. ESTIMATED COSTS**" in this Contract. Therefore, it is understood and agreed upon by Client that cancellation of Event will result in the loss by Center of substantial revenues in the form of Food & Beverage, room rental, and other miscellaneous costs which the Center will be unable to recover. Accordingly, changes to or cancellation of Event and/or function space is subject to the penalties noted on "**QUICK LOOK SUMMARY**" in **Addendum "A", CANCELLATION PENALTIES**.

AA. FORCE MAJEURE: The Parties understand and acknowledge that the date(s) of the Event are a material term of this contract. If the facility is delayed or prevented from performing its obligations under this contract due to shortage of commodities or supplies to be furnished by the Center or the availability of utilities (or the threatened unavailability thereof), or by governmental order or authority, that make it illegal or impossible for the Center to hold the event (or if either Party is delayed or prevented from performing its obligations under this Contract due to events beyond the reasonable control of the Parties, including but not limited to acts of God, war, earthquakes, storm, fire, other acts of nature, labor disputes, civil disorder, terrorist attacks, government orders or other acts, plague, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis (including quarantine or other governmental orders or restrictions on operations as a result thereof), curtailment of transportation either in the City of Riverside or in the countries/states of origin of the attendees, which prevents the Event from occurring on the day of the Event (or make it impractical, illegal or impossible to perform as originally contracted Under this Contract) (collectively, a "Force Majeure Event"), the Parties may (i) delay performance of its obligations under this Contract to the extent that both Parties, in good faith, reasonably agree to move the Event to an alternative open date on the Center's calendar; (ii) if reasonably feasible, amend this Contract to reduce the number of attendees or size of the group to comply with existing orders or laws in force on day of the Event; or (iii) if an accommodation is not feasible or such a reasonable date is not reasonably available, terminate this Contract upon immediate written notice, without any liability on the part of either Party under this Contract. Under no circumstances will the facility be liable for any damages to Client or will Client be liable for any damages to the Center for any reason whatsoever as a result of a "Force Majeure Event."

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

CC. CONFIDENTIAL INFORMATION: The Parties agree to maintain this Contract, and all of the pricing, services, and other terms of this Contract, as "**Confidential Information**," and each Party agrees not to disclose or discuss such Confidential Information without the prior written approval of the other Party, which approval may be withheld by either Party in its sole discretion, except

that each Party may disclose such Confidential Information (i) to its directors, officers, employees, and contractors whose duties justify their need to know such information, and who have been clearly informed of their obligation to maintain the confidential, proprietary, and/or trade secret status of such Confidential Information, or (ii) to the extent necessary pursuant to applicable federal, state, or local law, regulation, court order, or other legal process, provided the Party has given the other Party prior written notice of such required disclosure and, to the extent reasonably practicable, has given the other Party an opportunity to contest such required disclosure at that other Party's expense.

DD. ASSIGNMENT: Raincross Hospitality Corporation (RHC) shall have the right to assign this Contract to any of its affiliates, any successor by merger or consolidation with RHC, or any party succeeding to substantially all of the assets of RHC so long as such assignee has as its principal business the management of meeting venues. If the Contract is assigned to an entity that is not an affiliate, successor by merger or consolidation with RHC, or a party succeeding to substantially all of the assets of RHC, Client shall have the right to cancel this contract and receive a full refund of all its event deposits, which shall be its sole remedy. Notwithstanding anything herein that may be interpreted to the contrary, Client understand and acknowledges that RHC is an agent of the City of Riverside with respect to the Center. The City shall be an authorized assignee of this Contract if RHC no longer operates as the City's agent. RHC shall have no further obligation to perform any obligations under this Contract at such time RHC no longer acts as agent of City with respect to the Center.

SECTION III. SIGNATURES

I have read and understood the above Contract and agree to be bound by its terms and conditions. I further understand that any portion of this Contract between both parties may not be changed or altered in any way except in writing by either party. A signed copy of this original must be returned to the Sales and Catering Office by **Monday, October 26, 2020 in order to hold the allocated space on a definite basis.**

Checks should be made payable to: Riverside Convention Center.

**RIVERSIDE CONVENTION CENTER
Raincross Hospitality Corporation
3637 Fifth Street
Riverside, CA 92501**

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

**RAINCROSS HOSPITALITY CORPORATION
dba RIVERSIDE CONVENTION CENTER**
a California Corporation as agent for the City of Riverside

Pamela Sturrock

Date Signed: _____

Mark W. McDonald

Date Signed: _____

Print Name

8360 Red Oak Street, Ste. 201
Rancho Cucamonga, CA. 91730
909-736-1703
mark@cnhkiwanis.org

CC: Tuyen Nguyen-Valenzuela

"QUICK LOOK SUMMARY"

ADDENDUM "A"

CONTACT SUMMARY			
SERVICE PROVIDER	CONTACT	PHONE NUMBER	EMAIL / WEBSITE
Sales Manager RCC	Pamela Sturrock	951-346-4708	psturrock@riversidecvb.com
Audio Visual PRO AV	Nathan Thomason	951-346-7152	NThomason@pro-av.com
IT & Telecommunications VISTEM SOLUTIONS		949-478-5726	jblythe@vistem.com
Electrical Services	Contact Convention Services Coordinator for approved providers		
Health Permits	Environmental Health Dept.	951-358-5172	
Vendor Seller Permits	CA Dept. of Tax & Fee Administration	951-680-6400	https://onlineservices.cdtfa.ca.gov/
Fire Permits	City of Riverside Fire Dept.	951-826-5737	prev@riversideca.gov
Signs / Flyers	City of Riverside Planning Dept.	951-826-5371	

IMPORTANT DATES TO BE NOTED	
One (1) Year prior to Event (03/23/22)	10% of all estimated charges are due (\$7,900.00)
90 Calendar Days prior to Event (12/23/22)	35% of all estimated charges are due (\$27,700.00)
30 Calendar Days prior to Event (02/21/23)	Menu selections, ALL Event details, and proof of Insurance due
5 Business Days prior to Event (03/16/23)	Final Guarantees for Meal Functions due
4 Business Days prior to Event (03/17/23)	Full Pre-payment of Estimated Total Cost due

CANCELLATION PENALTIES	
Number of Days Prior to Event Date	(%) Percent Due
Over 180 Calendar Days	25% of all estimated charges (\$15,156.75)
140-179 Calendar Days	50% of all estimated charges (\$30,313.50)
90-139 Calendar Days	75% of all estimated charges (\$45,470.25)
Less than 90 Calendar Days	100% of all estimated charges (\$60,627.00)

EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES	
Banners – Hanging fee (per banner) * requires Scissor Lift Operator	\$50.00-\$150.00
Forklift Rental (per hour, 2 hour minimum) *operator certification required	\$65.00
Scissor Lift Rental (per hour, 2 hour minimum) *operator certification required	\$100.00
Building Clean Up (one-time fee)	\$500.00
Refuse Disposal (one-time charge)	\$220.00
Janitorial Services (per day)	\$300.00
Kitchen Usage (\$175.00/per hour, 4-hour minimum)	\$175.00
Cake Cutting Fee (per person)	\$2.50++
Carving Fee (per chef)	\$135.00
Corkage Fee (per standard 750 ml bottle)	\$15.00++
Dance Floor (40x40)	\$200.00++
Piano	\$500.00
Room Re-Key Charge	\$75.00
Linen for Exhibit Tables (each table, 2 linens per table)	\$5.50++
Exhibit Tables (PER TABLE / PER DAY . Each exhibit table consists of one (1) 8' table, one (1) tablecloth, and two (2) chairs. If additional linens are required, additional costs will apply.)	\$29.00++
reduced per Pamela Sturrock	\$25.00 (per day)
	\$32.90 Inclusive

ADDENDUM "B" Stipulations & Modifications to Agreement

SECTION I. GENERAL CONTRACT INFORMATION, STANDARDS, AND REQUIREMENTS

H. TENTATIVE ROOM BLOCK, SET-UP REQUIREMENTS and CATERING ARRANGEMENTS

The Center agrees to host a Pre-Planning Meeting & Working Luncheon for up to (20) guests for the Client. Date and time for meeting TBD and subject to availability.

C. DEPOSITS AND PAYMENTS:

Client to submit application for direct bill no earlier than one year prior to event date.

J. MEAL MINIMUM:

Due to rollover of 2020 deposit price per person will be honored. *As listed with menu selections below \$90.93++ per person = \$113.02 Inclusive includes the following menu below:

Saturday Mexican Lunch Buffet: Southwest Salad with Southwest Ranch Dressing Chicken & Beef Fajitas with Tortillas Shredded Cheese, Sour Cream, Pico de Gallo Spanish Rice Refried Beans Churros Coffee and Iced Tea
Saturday's Plated Dinner: Salad and Dressing Rolls and Butter Choice of either Chicken or Tri-tip (<i>split entrée *not combination plate</i>) Fresh Vegetables Potatoes Chef's Choice of Dessert Coffee and Iced Tea
Sunday's Buffet Breakfast: Assorted Breads and Butter Fresh Fruit Scrambled Eggs Bacon or Sausage Breakfast Potatoes Chilled Juices (Orange, Apple, Cranberry) Coffee and Tea

Please note: Pizza Buffet is not included in the menu choices above:

Pizza Buffet \$16.50 per person (\$21.53 inclusive)

Sunday District Board Meeting:

Pizza, Salad & Sodas

N. AUDIO VISUAL (AV):

Client will be allowed to bring in their own "OWNED" Audio Visual equipment. All road cases must be permanently labeled with the Organization name and Client AV staff to consult with PRO-AV regarding facility guidelines. Any additional equipment or audio visual technical service that they will need will be rented through in-house AV Company, Pro AV.

CLIENT PLEASE NOTE: IF USAGE OF OWN "OWNED" AV EQUIPMENT IS PREFERED CLIENT'S TECHNICIAN MUST CONSULT FACILITY GUIDELINES AND SAFETY REQUIREMENTS REGARDING, TRIP HAZARDS, POWER CORDS ETC.