



DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Marriott Riverside at the Convention Center, 3400 Market Street, Riverside, CA, 92501, (951) 784-8000 and California-Nevada-Hawaii District of Kiwanis International.

ORGANIZATION: California-Nevada-Hawaii District of Kiwanis International
CONTACT:

Name: Mark W. McDonald
Job Title: District Secretary, Executive Director
Street Address: 8360 Red Oak Street Ste 201
City, State, Postal Code: Rancho Cucamonga, CA 91730-0608
Country/Region: USA
Phone Number: (909) 736-1703
Fax Number: (909) 989-7779
E-mail Address: mark@cnhkiwanis.org

NAME OF EVENT: Circle K Convention 2023
REFERENCE #: M-KY7VRSZ
OFFICIAL PROGRAM DATES: Thursday, 03/23/2023 - Sunday, 03/26/2023

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and California-Nevada-Hawaii District of Kiwanis International agrees that it will be responsible for utilizing, 410 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Attendees

Date	Day	Queen Queen	Run of House	Total Rooms
03/23/2023	Thu	0	20	20
03/24/2023	Fri	50	145	195
03/25/2023	Sat	50	145	195

Start Date	End Date	Room Type	Single
03/24/2023	03/25/2023	Queen Queen	\$165.00
03/23/2023	03/25/2023	Run of House	\$165.00

Hotel’s room rates are subject to applicable state and local taxes (currently 13.25%) in effect at the time of check-out.

COMMISSION

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

METHOD OF RESERVATIONS

Reservations for the Event will be made by:
Clubs will submit housing information either by rooming list or directly online.
Group will provide a rooming list for staff. The blubs will be responsible for payment.
Group will to set up a master account for staff list.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by California-Nevada-Hawaii District of Kiwanis International. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before **March 5, 2023**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the California-Nevada-Hawaii District of Kiwanis International group rate after this date.

NO ROOM TRANSFER BY GUEST

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

BILLING ARRANGEMENTS

The following billing arrangements apply:

Room and Tax: Individual to Pay

Staff Room and Tax: Master Account

METHOD OF PAYMENT

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

California-Nevada-Hawaii District of Kiwanis International will raise any disputed charge(s) within 5 days after receipt of the invoice. The Hotel will work with California-Nevada-Hawaii District of Kiwanis International in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

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

[X] Direct Bill- Payment Due 15 days after departure

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

In the event that credit is not approved, California-Nevada-Hawaii District of Kiwanis International 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.

ATTRITION – Rooms Per Night

California-Nevada-Hawaii District of Kiwanis International's agrees that it will pay Hotel \$165.00 for each room night not utilized below 80% (328 room nights), plus applicable taxes, as a reasonable estimate of the harm the attrition will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

CONCESSIONS

- The hotel will provide one (1) complimentary room night on a cumulative basis, for each forty (40) paid and actualized night occupied by attendees of group at the contracted rate.
- Twenty (20) staff rooms at \$155 rate (non-commissionable, no rebate)
- Five 5 upgrade to a Junior Suite at Group Rate
- Discounted overnight and event parking at \$12.00 per car \$20.00 per bus, per day, with in and out privileges

- Complimentary, basic wireless internet in guest rooms- Upgrade to enhanced high- speed guest room internet is an additional \$3.00 per day
- 80% attrition
- \$10.00 rebate to Kiwanis International- California Nevada Hawaii district (rebates have no monetary value, excludes staff rooms)
- Group rate will be available three (3) fays prior to group arrival date and three (3) days after group departure date upon hotel availability

CANCELLATION

Hotel estimates that the minimum revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

Minimum Guest Room Revenue:	\$67,650.00
Total:	\$67,650.00

If California-Nevada-Hawaii District of Kiwanis International elects to cancel this contract for any reason other than a termination for cause or pursuant to the FORCE MAJEURE clause of this contract, California-Nevada-Hawaii District of Kiwanis International agrees to provide written notice for Hotel accompanied by the payment indicated in the following scall:

From the date of contract signing to 181 days prior to arrival date: 30%
 From 180 days to 121 days prior to arrival date: 40%
 From 120 days to 61 days prior to arrival date: 60%
 From 60 days or less prior to arrival date 80%

If such payment does not accompany the California-Nevada-Hawaii District of Kiwanis International’s cancellation notice, the amount owed by the group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel, plus any applicable state and/or local taxes as required by law and include consideration of the possibility of Hotels ability to mitigate its losses through resale, therefore the reductions applicable in the ROOMS ATTRITION clause will not apply in the event of a cancellation.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, 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.

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 District of Kiwanis International agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or California-Nevada-Hawaii District of Kiwanis International will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party’s costs resulting from the litigation, including reasonable attorneys’ fees.

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 District of Kiwanis International 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.

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 District of Kiwanis International 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.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

ACCEPTANCE

When presented by the Hotel to California-Nevada-Hawaii District of Kiwanis International, this document is an invitation by the Hotel to California-Nevada-Hawaii District of Kiwanis International to make an offer. Upon signature by California-Nevada-Hawaii District of Kiwanis International, this document will be an offer by California-Nevada-Hawaii District of Kiwanis International. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies California-Nevada-Hawaii District of Kiwanis International at any time prior to California-Nevada-Hawaii District of Kiwanis International’s execution of this document, the outlined format and dates will be held by the Hotel for California-Nevada-Hawaii District of Kiwanis International on a first-option basis until **October 15, 2020**. If California-Nevada-Hawaii District of Kiwanis International cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, California-Nevada-Hawaii District of Kiwanis International and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by California-Nevada-Hawaii District of Kiwanis International:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____