



DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between San Diego Marriott Mission Valley, 8757 Rio San Diego Drive, San Diego, CA, 92108, (619) 692-3800 and California-Nevada-Hawaii District of Kiwanis International

ORGANIZATION: California-Nevada-Hawaii District of Kiwanis International
 CONTACT:
 Name: Mark W. McDonald
 Job Title: 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) 989-1500 x103
 Fax Number: (909) 989-7779
 E-mail Address: mark@cnhkiwanis.org

NAME OF EVENT: California-Nevada-Hawaii KIWIN’S Convention
 REFERENCE #: M-L2KCE95
 OFFICIAL PROGRAM DATES: Thursday, 04/21/2022 - Sunday, 04/24/2022

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, 314 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Attendees

Date	Day	Hospitality Suite	Executive Suites	Standard Double Room	Standard Room	Total Rooms
04/21/2022	Thu	1	2	7	6	16
04/22/2022	Fri	1	2	138	6	147
04/23/2022	Sat	1	2	140	6	159

Staff

Date	Day	Standard Room	Total Rooms
04/21/2022	Thu	5	5
04/22/2022	Fri	5	5
04/23/2022	Sat	5	5

Start Date	End Date	Room Type	Single	Double
04/21/2022	04/23/2022	Executive Suite	\$156.00	\$156.00
04/21/2022	04/23/2022	Standard Double Room	\$156.00	\$156.00
04/21/2022	04/23/2022	Standard Room	\$156.00	\$156.00

Staff

Start Date	End Date	Room Type	Single	Double
04/21/2022	04/23/2022	Standard Room	\$125	\$125

Hotel’s room rates are subject to applicable state and local taxes (currently 12.52%) in effect at the time of check-out.

COMMISSION

The group room rates listed above are net non-commissionable

CONCESSIONS

- (5) Staff Rooms at a Discounted Rate of \$125
- (2) Upgrades to Executive Suites at the Group Rate
- (3) Upgrades to a Premium Pool View Room at Group Rate
- Rebate of \$10.00 for each paid room (excluding staff rooms)
- Complimentary basic wireless internet in guest rooms
- Complimentary basic Wifi in the meeting space
- One (1) complimentary room night for every 50 room nights based on a cumulative basis
- Discounted overnight self parking at \$15 per car night
- 15% Discount on Audio Visual Equipment
- Hospitality Suite for group rate for each room. King connector for \$156, Suite for \$156 and Queen/Queen connector for \$156

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 228-9290 or (619) 692-3800.

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 3/21/2022 (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 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: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment) OR Room and tax charges to Master Account OR All charges to Master Account]. An advance payment of will be required in order to hold arrangements on a definite basis. This advance payment is due on and will be credited toward Group's Master Account.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If California-Nevada-Hawaii District of Kiwanis International 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 District of Kiwanis International 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 District of Kiwanis International.

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 District of Kiwanis International agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

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

Date	Day	Start Time	End Time	Function Type	Setup	# People
04/21/2022	Thu	8:00 AM	10:59 PM	Office	Conference	25
04/21/2022	Thu	6:00 PM	11:59 PM	Meeting	U-Shape	30
04/22/2022	Fri	6:00 AM	11:59 PM	Office	Conference	25
04/22/2022	Fri	8:00 AM	2:30 PM	Set Up	Theatre	550
04/22/2022	Fri	8:30 AM	4:30 PM	Meeting	Schoolroom	50
04/22/2022	Fri	9:00 AM	10:00 AM	Meeting	Conference	20
04/22/2022	Fri	2:00 PM	2:45 PM	Meeting	Theatre	25
04/22/2022	Fri	3:00 PM	7:00 PM	Registration	Registration	400
04/22/2022	Fri	5:00 PM	5:45 PM	Meeting	Theatre	50
04/22/2022	Fri	5:00 PM	5:45 PM	Rehearsal	Theatre	550
04/22/2022	Fri	5:15 PM	5:45 PM	Meeting	Theatre	50
04/22/2022	Fri	5:15 PM	5:45 PM	Meeting	Theatre	50
04/22/2022	Fri	6:00 PM	11:59 PM	General Session	Theatre	550
04/22/2022	Fri	9:30 PM	10:20 PM	Breakout	Theatre	100
04/22/2022	Fri	9:30 PM	10:20 PM	Breakout	Theatre	100
04/22/2022	Fri	9:30 PM	10:20 PM	Breakout	Theatre	100
04/22/2022	Fri	9:30 PM	10:20 PM	Breakout	Theatre	100
04/22/2022	Fri	9:30 PM	10:20 PM	Breakout	Theatre	100
04/22/2022	Fri	9:30 PM	12:30 AM	Meeting	Rounds of 8	24
04/22/2022	Fri	9:30 PM	12:30 AM	Meeting	Special	25
04/22/2022	Fri	10:30 PM	11:45 PM	Breakout	Theatre	100
04/22/2022	Fri	10:30 PM	11:45 PM	Breakout	Theatre	100
04/22/2022	Fri	10:30 PM	11:45 PM	Breakout	Theatre	100
04/22/2022	Fri	10:30 PM	11:45 PM	Breakout	Theatre	100
04/22/2022	Fri	10:30 PM	11:45 PM	Breakout	Theatre	100
04/23/2022	Sat	6:00 AM	11:59 PM	Office	Conference	25
04/23/2022	Sat	8:00 AM	11:59 PM	Registration	Registration	400
04/23/2022	Sat	9:00 AM	9:50 AM	Breakout	Theatre	100
04/23/2022	Sat	9:00 AM	9:50 AM	Breakout	Theatre	100
04/23/2022	Sat	9:00 AM	9:50 AM	Breakout	Theatre	100
04/23/2022	Sat	9:00 AM	9:50 AM	Breakout	Theatre	100
04/23/2022	Sat	9:00 AM	9:50 AM	Breakout	Theatre	100
04/23/2022	Sat	10:00 AM	10:50 AM	Breakout	Theatre	100
04/23/2022	Sat	10:00 AM	10:50 AM	Breakout	Theatre	100
04/23/2022	Sat	10:00 AM	10:50 AM	Breakout	Theatre	100
04/23/2022	Sat	10:00 AM	10:50 AM	Breakout	Theatre	100
04/23/2022	Sat	10:00 AM	10:50 AM	Breakout	Theatre	100
04/23/2022	Sat	10:00 AM	10:50 AM	Breakout	Theatre	100
04/23/2022	Sat	11:30 AM	1:45 PM	General Session	Theatre	550
04/23/2022	Sat	12:00 PM	1:00 PM	Lunch	Rounds of 10	400
04/23/2022	Sat	2:00 PM	2:50 PM	Breakout	Theatre	100
04/23/2022	Sat	2:00 PM	2:50 PM	Breakout	Theatre	100
04/23/2022	Sat	2:00 PM	2:50 PM	Breakout	Theatre	100
04/23/2022	Sat	2:00 PM	2:50 PM	Breakout	Theatre	100
04/23/2022	Sat	2:00 PM	3:15 PM	Meeting	Theatre	100
04/23/2022	Sat	3:00 PM	3:50 PM	Breakout	Theatre	100
04/23/2022	Sat	3:00 PM	3:50 PM	Breakout	Theatre	100
04/23/2022	Sat	3:00 PM	3:50 PM	Breakout	Theatre	100

Date	Day	Start Time	End Time	Function Type	Setup	# People
04/23/2022	Sat	4:00 PM	4:50 PM	Breakout	Theatre	100
04/23/2022	Sat	4:00 PM	4:50 PM	Breakout	Theatre	100
04/23/2022	Sat	4:00 PM	4:50 PM	Breakout	Theatre	100
04/23/2022	Sat	4:00 PM	4:50 PM	Rehearsal	Cocktail Rounds	500
04/23/2022	Sat	4:00 PM	4:50 PM	Breakout	Theatre	100
04/23/2022	Sat	5:00 PM	6:00 PM	Rehearsal	Rounds of 10	400
04/23/2022	Sat	6:15 PM	9:00 PM	Dinner	Rounds of 10	400
04/23/2022	Sat	10:00 PM	1:00 AM	Dance	Special	550
04/24/2022	Sun	7:00 AM	5:00 PM	Office	Conference	25
04/24/2022	Sun	9:30 AM	11:30 AM	Breakfast	Rounds of 10	400
04/24/2022	Sun	12:00 PM	2:00 PM	Meeting	U-Shape	30

All meeting room, food and beverage, and related services are subject to applicable taxes (currently [7.75]%) and service charge (currently [25]%) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

California-Nevada-Hawaii District of Kiwanis International agrees to pay for any damage to the function space that occurs while California-Nevada-Hawaii District of Kiwanis International is using it. California-Nevada-Hawaii District of Kiwanis International 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 District of Kiwanis International and its attendees.

ATTRITION

Hotel is relying upon California-Nevada-Hawaii District of Kiwanis International total use of the Room Night Commitment. Or pay for the rooms that are short of commitment. 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 District of Kiwanis International Master Account, plus applicable taxes, at the conclusion of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the Room Total Commitment.

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

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

California-Nevada-Hawaii District of Kiwanis International agrees to a minimum banquet food and beverage revenue of \$40,000, exclusive of tax and service charge (the “Minimum Banquet Food and Beverage Revenue.

If the California-Nevada-Hawaii District of Kiwanis International provides less food and beverage revenue, it agrees to pay Hotel 35% of the shortage, plus applicable taxes. In addition if any food and beverage event is cancelled within 72 hours of the scheduled starting time, California, Nevada, Hawaii District of Kiwanis International agrees to pay Hotel 100% of the food and beverage revenue at 72 hours.

If the California, Nevada, Hawaii District of Kiwanis International provides less food and beverage revenue, it agrees to pay Hotel 35% of the shortage, plus applicable taxes. In addition if any food and beverage event is cancelled within 72 hours of the scheduled starting time, California, Nevada, Hawaii District of Kiwanis International agrees to pay Hotel 100% of the food and beverage revenue at 72 hours.

MENUS

Saturday Lunch: \$42 inclusive

Mexican Buffett Salad & Dressing Chicken & Beef Fajitas with Tortillas Cheese
Guacamole
Sour Cream
Rice & Refried Beans
Churros
Coffee, Tea & Iced Tea

Saturday Dinner: \$49 inclusive

Plated Dinner Salad & Dressing Either Chicken or Beef
Fresh Vegetables and Potatoes
Dinner Breads with Butter
Dessert
Coffee and Iced Tea

Sunday Breakfast: \$35 inclusive

Breakfast Buffett Scrambled Eggs
Bacon or Sausage
Breakfast Potatoes
Assorted Breads & Butter
Fresh Fruit Chilled Juices (Orange, Apple, Cranberry)
Coffee and Tea

METHOD OF PAYMENT

In addition to returning the fully executed Agreement, Group must secure its Event with a credit card guarantee and/or advance deposit. Group must provide credit card authorization information to Hotel by November 1, 2020 in the manner set forth below to guarantee its booking.

A Credit Card Information Request e-mail will be sent to the e-mail address provided by California-Nevada-Hawaii District of Kiwanis International. California-Nevada-Hawaii District of Kiwanis International agrees that the Hotel may charge to this credit card any payment as required under this contract. **Deposit will only be required if direct bill is not approved.**

Deposit Amount	Deposit Due Date
25% of Total Estimated Charges* \$10,000.00	With signed agreement
50% of Total Estimated Charges \$15,000.00	Within 30 days of Group’s arrival
Balance of Total Estimated Charges	Within 14 days of Group’s arrival

**Total Estimate Charges include the Room Revenue Commitment and Food and Beverage Revenue Commitment plus applicable taxes.*

CANCELLATION

Group acknowledges that if it cancels or otherwise fails to perform any of its obligations hereunder for any reason (or no reason) other than Hotel’s default hereunder (a “Cancellation”), this action would constitute a breach of Group’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and Group’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Group agrees to notify Hotel, in writing, immediately of any decision to cancel. In addition, if a Cancellation occurs, the parties agree that (i) it would be difficult to determine Hotel’s actual harm, (ii) Hotel would lose additional revenue that would be generated by the Event attendees’ use of Hotel facilities and amenities, and (iii) the amount set forth in the table below reasonably estimates Hotel’s harm for a Cancellation.

Group therefore agrees to pay Hotel, upon delivery of written notice of cancellation, as liquidated damages and not as a penalty, the amount outlined below. Provided that Group immediately notifies Hotel of the Cancellation and timely pays the below liquidated damages, Hotel agrees not to seek additional damages from Group relating to the Cancellation.

Date Canceled	Damages Due
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Date Agreement becomes effective to 121 days prior to Group's arrival	50% of Room Revenue Commitment and Food and Beverage Revenue Commitment, plus applicable taxes
120 days to 91 days prior to Group's arrival date	75% of Room Revenue Commitment and Food and Beverage Revenue Commitment, plus applicable taxes
90 days or less prior to Group's arrival date	100% of Room Revenue Commitment and Food and Beverage Revenue Commitment, plus applicable taxes

Hotel will attempt to resell guest rooms not used by Group due to cancellation, provided that guest rooms will only be considered resold if Hotel achieves 100% occupancy on the date(s) of the canceled event. Should guest rooms be resold, Hotel will issue Group an appropriate credit. Credits resulting from any resold guest room will be calculated using the lesser of (i) the Hotel's ADR on the date(s) at issue or (ii) the group rate.

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 Kiwanis International - Cal-Nev-Ha District 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.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE

California-Nevada-Hawaii District of Kiwanis International 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.

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.

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 District of Kiwanis International's needs. If such special setups or extraordinary formats are requested, Hotel will present California-Nevada-Hawaii District of Kiwanis International two (2) alternatives: (1) charging California-Nevada-Hawaii District of Kiwanis International the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

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 District of Kiwanis International 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

California-Nevada-Hawaii District of Kiwanis International will be bringing in their own outside vendors for audio visual.

PERFORMANCE LICENSES

California-Nevada-Hawaii District of Kiwanis International 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 District of Kiwanis International 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 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 strict on a first-option basis until November 1, 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: _____