



2020-2021 Finance Committee Meeting

Friday, January 22, 2021
4:00 p.m.

Join Zoom Meeting via computer:

<https://us02web.zoom.us/j/82625696358?pwd=a0Y0SWxDaytXM0FteGNSVDVDUyttZz09>

Meeting ID: 826 2569 6358

Passcode: 489897

One tap mobile: +16699006833,,82625696358#,,,,*489897#

Landline: +1 669-900-6833

Agenda

1. Call to Order - Lanie Wheeler, Chairperson
2. Review and recommend approval of contract for the 2022 Circle K District Convention at The Westin Los Angeles Airport
3. Review and recommend approval of contract for the 2023 KIWIN'S District Convention at The Westin Los Angeles Airport
4. Review and recommend approval of contract for the 2023 Key Club District Convention at the Anaheim Marriott
5. Review and recommend approval of contract for the 2024 Key Club District Convention at the Grand Sierra Resort and Casino
6. Review and recommend approval of contract for the 2024 Kiwanis District Convention at the Sheraton Kona Resort & Spa at Keauhou Bay
7. Consideration of voucher submitted late
8. Review and recommend approval of Cal-Nev-Ha District and SLP Financial Statements – December 31, 2020
9. Other Business
10. Adjournment

THE WESTIN

LOS ANGELES AIRPORT

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Westin Los Angeles Airport, 265 South Wetherly Drive, Beverly Hills, CA, 90211, (310) 216-5858 and California-Nevada-Hawaii District of Kiwanis International.

ORGANIZATION: California-Nevada-Hawaii District of Kiwanis International

CONTACT:

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

NAME OF EVENT: Kiwanis International Cal-Nev-Ha Circle K Los Angeles

REFERENCE #: M-L458NWT

OFFICIAL PROGRAM DATES: Thursday, 03/24/2022 - Sunday, 03/27/2022

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and California-Nevada-Hawaii District of Kiwanis International agrees that it will be responsible for utilizing, **370** room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Traditional Double	Traditional King	Studio Suite	Junior Suite	Luxury Suite	Deluxe Corner Suite	Staff	Total Rooms
03/24/2022	Thu	0	10	3	2	0	0	5	20
03/25/2022	Fri	113	50	3	2	1	1	5	175
03/26/2022	Sat	113	50	3	2	1	1	5	175
Total Room Nights	-	226	110	9	6	2	2	15	370

GROUP ROOM RATES

Hotel's room rates are subject to applicable state and local taxes currently 14% and 1.5% Los Angeles County Tourism Assessment Fee and an additional CA Tourism \$0.27 in effect at the time of check-out will be added to all room and tax.

Start Date	End Date	Room Type	Single	Double
03/25/2022	03/26/2022	Traditional Double	\$139.00	\$139.00
03/24/2022	03/26/2022	Group Run of House	\$139.00	\$139.00
03/24/2022	03/26/2022	Suite Upgrades	\$139.00	\$139.00
03/24/2022	03/26/2022	Staff	\$99.00	\$99.00

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.

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 District of Kiwanis International with the following special concessions:

1. \$10.00 rebate applied to be applied to master account on full rate actualized room nights.
2. 25% allowable room night attrition.
3. Six (6) Suite Upgrades at the Group Rate of \$139.00 [Estimated value: \$4,000.00].
4. One (1) Luxury Suite at Group rate, additional Luxury Suites available at \$500.00 per night
5. Seven (7) VIP Welcome amenities of hotel's selection [Estimated value up to \$250.00 total].
6. Hotel will set aside five (5) rooms of the total Room Night Commitment to be assigned to staff at a special rate of \$99.00 during the Event. Staff rooms are not applicable towards complimentary rooms earned and staff rooms are net non-commissionable.
7. (1) Hangar Room (3rd floor) offered on a complimentary basis for duration of event
8. Trattoria Room (located on Lobby Level, next to Daily Grill) on complimentary basis for duration of event
9. Five (5) complimentary overnight Self-Parking passes [Estimated value: \$450.00].
10. Discounted overnight parking for their attendees (we can extend 60% off prevailing rates: Currently \$44.00 self / \$50.00 valet, plus 10% tax)
11. \$15.00 Discounted Daily Self-Parking for local attendees
12. Hotel will comp BASIC internet access in General Session for all attendees (BASIC WiFi does not offer dedicated bandwidth).
13. Waived fee for outside A/V fee. [Estimated value: \$5,000.00].
14. Meeting room rental waived based on hosted catered food and beverage minimum of \$50,000.00 plus staff charge and house charge that applies to food, beverage and rental plus sales tax.
15. Hotel will provide one-day complimentary meeting room for twenty (20) attendees in U-shape setup for the group's pre-planning based on the hotel's meeting room availability.
16. Double Bonvoy Rewards Points
17. Special event inclusive menu pricing based on the 2022 RFP sample menus:
 - Mexican Lunch Buffet inclusive: \$45
 - Plated Dinner with Chicken inclusive: \$55
 - Breakfast Buffet with eggs and bacon or sausage inclusive: \$40

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than twenty percent (20%), the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

REQUEST FOR PORTION OF ROOM RATE

California-Nevada-Hawaii District of Kiwanis International has requested that Hotel place an additional charge on the room folio of its Event attendees and collect it for California-Nevada-Hawaii District of Kiwanis International's benefit. Hotel will collect the amount, provided the Hotel has approved the method in which California-Nevada-Hawaii District of Kiwanis International has advised each of its attendees that they will be billed this charge, and provided that Hotel approves the content of the disclosure. All receipts for such charges will be paid to California-Nevada-Hawaii District of Kiwanis International upon receipt by Hotel of payment for the Master Account. Additionally, California-Nevada-Hawaii District of Kiwanis International acknowledges that the requested charge will be shown as an additional charge on the folio and not included with the room rate. Any attendee who refuses at checkout to pay the charge shall not be charged such amount. Hotel will provide a list of those individuals who refuse to pay such a charge.

STAFF ROOMS

Hotel will set aside five (5) rooms of the Room Night Commitment to be assigned by California-Nevada-Hawaii District of Kiwanis International to staff at a special rate of \$99.00 during the Event. Staff rooms are net non-commissionable and not applicable towards complimentary rooms earned.

GUEST ROOM INTERNET

Complimentary Basic Wi-Fi access in guest rooms for all Marriott Bonvoy Members paying for their own guest room and secure their reservation through one of the following methods: Marriott.com, Marriott Mobile App, 1-800-MARRIOTT, through a Marriott hotel (direct), Rooming List, or property specific Passkey.

ROOM DELIVERIES

\$2.00 under door; \$4.00 inside room

PORTERAGE STAFF HOUSE CHARGE/GRATUITIES

There will be a \$10.00 charge per person roundtrip (inclusive of tax and staff or house charge) for portage regardless of the number of bags. The charge for portage service will be posted directly to the Group Master Account.

OVERNIGHT PARKING RATE

Self-Parking: \$44.00 per vehicle, per night, plus tax.

Valet Parking: \$50.00 per vehicle, per night, plus tax.

METHOD OF RESERVATIONS

Attendees: 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 District of Kiwanis International to publish and provide this information to potential attendees through the planner's meeting website or through email. California-Nevada-Hawaii District of Kiwanis International 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.

Staff and VIPS: A room list is to be provided by the meeting planner or designate, by the cutoff date of **Thursday, February 24, 2022** in the Hotel room list format for automatic upload into Passkey.

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 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 **Thursday, February 24, 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 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.

ROOM ATTRITION

Hotel is relying upon California-Nevada-Hawaii District of Kiwanis International's use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. California-Nevada-Hawaii District of Kiwanis International agrees that a loss will be incurred by Hotel if California-Nevada-Hawaii District of Kiwanis International's actual usage is less than seventy five percent (75%) of the Room Night Commitment.

Hotel agrees to allow for a twenty five percent (25%) reduction in the Room Night Commitment. At the conclusion of California-Nevada-Hawaii District of Kiwanis International's Event, Hotel will subtract the rooms revenue derived from the Event (excluding revenue derived from pre- and post- program stays) and the amount of any permissible attrition California-Nevada-Hawaii District of Kiwanis International has taken from the Room Night Commitment set forth above. Any remaining amount will be posted as a charge to California-Nevada-Hawaii District of Kiwanis International's Master Account, plus applicable taxes.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

California-Nevada-Hawaii District of Kiwanis International agrees to a minimum banquet food and beverage revenue of **\$50,000.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). If 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. California-Nevada-Hawaii District of Kiwanis International 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. In addition, if any food and beverage event is cancelled within 72 hrs of its scheduled starting time, California-Nevada-Hawaii District of Kiwanis International agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 72 hours. No service charges or additional fees are applied to your bill. The prices above reflect what you will be charged, not including the tax.

BILLING ARRANGEMENTS

The following billing arrangements apply: Special Billing. **Attendee Reservations:** Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment). **Staff and VIPS Reservations:** Room and tax charges to Master Account. Individuals are responsible to pay any guest room incidentals.

All charges associated with the Function Information Agenda/Event Agenda to be paid by California-Nevada-Hawaii District of Kiwanis International.

MASTER ACCOUNT

Hotel must be notified in writing at least three (3) 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 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 ten (10) 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:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- Direct Bill

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.

ADVANCE PAYMENT SCHEDULE

California-Nevada-Hawaii District of Kiwanis International agrees to make the following advance payments:

[30] Days from signed agreement	\$2,000.00
[7] Days prior to arrival	\$50,000.00
At departure	Balance of Master Account

The above payments will be applied to payment of the Master Account. In the event that the payments exceed the balance of the Master Account, including any liquidated damages associated with cancellation/attrition by California-Nevada-Hawaii District of Kiwanis International, Hotel will refund the difference between the payments and the balance of the Master Account within thirty (30) days.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check, in which case a credit card authorization is required.

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.

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	#Ppl	Function Space	Approx. Sq. Ft.
3/24/22	Thu	8:00 AM	12:00 AM	Office	Existing	Flow	Trattoria Room	Lobby Level
3/24/22	Thu	8:00 AM	12:00 AM	Hospitality	Lounge	Flow	Hanger Room	3 rd Floor
3/25/22	Fri	8:00 AM	11:59 PM	S.A.A. Meeting Office	Theatre	50	Orly	810
3/25/22	Fri	8:00 AM	12:00 AM	Office	Existing	Flow	Trattoria Room	Lobby Level
3/25/22	Fri	8:00 AM	12:00 AM	Hospitality	Lounge	Flow	Hanger Room	3 rd Floor

Date	Day	Start Time	End Time	Function Type	Setup	#Ppl	Function Space	Approx. Sq. Ft.
3/25/22	Fri	8:00 AM	12:00 AM	Hold/Storage	Existing	Flow	Concourse Office	300
3/25/22	Fri	10:00 AM	5:00 PM	District Board Meeting	Special	45	Westchester A-B	1,850
3/25/22	Fri	2:00 PM	4:00 PM	Stage Decorating	Theatre	700	Grand Ballroom	13,100
3/25/22	Fri	4:30 PM	6:30 PM	Opening Session Rehearsal	Theatre	775	Grand Ballroom	13,100
3/25/22	Fri	6:00 PM	11:59 PM	Registration	Special	1	Foyer	-
3/25/22	Fri	6:00 PM	11:59 PM	Registration	Special	1	Grand Ballroom Office	300
3/25/22	Fri	6:45 PM	9:00 PM	General Session	Theatre	775	Grand Ballroom	13,100
3/25/22	Fri	7:00 PM	12:00 AM	Contest Judging	Special	24	Tempelhof	550
3/25/22	Fri	9:15 PM	9:50 PM	S.A.A. Committee	Theatre	100	Westchester A-B	1,850
3/25/22	Fri	9:15 PM	10:00 PM	Workshop Session 1	Theatre	100	Concourse A	2,000
3/25/22	Fri	9:15 PM	10:00 PM	Workshop Session 2	Theatre	100	Concourse B	2,000
3/25/22	Fri	9:15 PM	10:00 PM	Workshop Session 3	Theatre	100	Logan	1,080
3/25/22	Fri	9:15 PM	10:00 PM	Workshop Session 4	Theatre	100	LaGuardia	1,080
3/25/22	Fri	9:15 PM	10:00 PM	Caucus Leaders Meeting	Theatre	100	Kennedy	1,080
3/25/22	Fri	9:15 PM	10:00 PM	Candidates Meeting	Theatre	100	National	1,000
3/25/22	Fri	9:15 PM	10:00 PM	Workshop Session 1	Theatre	100	O'Hare	1,100
3/25/22	Fri	10:15 PM	1:00 AM	Caucus Session 1	Theatre	100	Midway	1,080
3/25/22	Fri	10:15 PM	1:00 AM	Caucus Session 2	Theatre	100	Logan	1,080
3/25/22	Fri	10:15 PM	1:00 AM	Caucus Session 3	Theatre	100	LaGuardia	1,080
3/25/22	Fri	10:15 PM	1:00 AM	Caucus Session 4	Theatre	100	Kennedy	1,080
3/26/22	Sat	7:00 AM	11:59 PM	S.A.A. Meeting Office	Theatre	50	Orly	810
3/26/22	Sat	7:00 AM	11:59 PM	Office	Existing	Flow	Trattoria Room	Lobby Level
3/26/22	Sat	7:00 AM	11:59 PM	Hospitality	Lounge	Flow	Hanger Room	3 rd Floor
3/25/22	Sat	8:00 AM	12:00 AM	Hold/Storage	Existing	Flow	Concourse Office	300
3/26/22	Sat	8:00 AM	8:45 AM	Caucus Session 1	Theatre	150	Grand Ballroom A	1,080
3/26/22	Sat	8:00 AM	8:45 AM	Caucus Session 2	Theatre	200	Grand Ballroom B	1,080
3/26/22	Sat	8:00 AM	8:45 AM	Caucus Session 3	Theatre	240	Grand Ballroom C	1,000
3/26/22	Sat	8:00 AM	8:45 AM	Caucus Session 4	Theatre	150	Grand Ballroom D	1,100
3/26/22	Sat	8:00 AM	8:45 AM	Caucus Session	Theatre	Max	Midway	1,080
3/26/22	Sat	8:00 AM	12:00 PM	Delegate Registration	Registration	4		-
3/26/22	Sat	8:00 AM	12:00 AM	Office	Conference	25	Sea-Tac	550
3/26/22	Sat	8:00 AM	11:45 AM	Workshop 1	Theatre	100	Kennedy	1,850
3/26/22	Sat	8:00 AM	4:30 PM	Workshop 2	Theatre	100	Theatre	1,080
3/26/22	Sat	8:00 AM	5:00 PM	Workshop 3	Theatre	100	Logan	1,080
3/26/22	Sat	8:00 AM	5:00 PM	Workshop 4	Theatre	100	Concourse AB	4,200
3/26/22	Sat	8:00 AM	5:00 PM	Workshop 5	Theatre	100	Westchester A-B	1,850
3/26/22	Sat	9:00 AM	12:00 PM	McElwain Scholarship Judging	Conference	10		780
3/26/22	Sat	9:50 AM	11:30 AM	Hold for Awards Rehearsal Dinner	Rounds of 10	775	Grand Ballroom	13,100
3/26/22	Sat	9:50 AM	11:30 AM	Expo/Career Fair	Special	700	Ballroom Foyer	6,000
3/26/22	Sat	10:00 AM	4:00 PM	Registration	Special	1	Grand Ballroom Office	-
3/26/22	Sat	11:45 AM	1:15 PM	Lunch Buffet	Rounds of 10	775	Grand Ballroom	13,100
3/26/22	Sat	1:30 PM	6:30 PM	Hold for Dinner Awards	Rounds of 10	775	Grand Ballroom	13,100
3/26/22	Sat	2:00 PM	5:00 PM	House of Delegates	Special	300 on a flow	Theater	1,850
3/26/22	Sat	5:30 PM	6:30 PM	Honors Reception	Theatre	200	Theatre and Foyer	2,750
3/26/22	Sat	7:00 PM	1:00 AM	Awards / Dinner Night	Rounds of 10	775	Grand Ballroom	13,100

Date	Day	Start Time	End Time	Function Type	Setup	#Ppl	Function Space	Approx. Sq. Ft.
3/26/22	Sat	10:00 PM	1:00 AM	Alternative Activities	Special	30	O'Hare	1,100
3/26/22	Sat	10:00 PM	1:00 AM	Alternative Activities	Special	30	Midway	1,080
3/26/22	Sat	10:00 PM	1:00 AM	Alternative Activities	Special	20	Logan	1,080
3/26/22	Sat	10:00 PM	1:00 AM	Alternative Activities	Special	25	LaGuardia	1,080
3/27/22	Sun	7:00 AM	5:00 PM	S.A.A. Meeting Office	Theatre	50	Orly	810
3/27/22	Sun	8:00 AM	9:30 AM	Farewell Rehearsal	Rounds of 10	775	Grand Ballroom	13,100
3/27/22	Sun	8:00 AM	12:00 AM	Office	Existing	Flow	Trattoria Room	Lobby Level
3/27/22	Sun	8:00 AM	12:00 AM	Hospitality	Lounge	Flow	Hanger Room	3 rd Floor
3/28/22	Sun	8:00 AM	12:00 PM	Hold/Storage	Existing	Flow	Concourse Office	300
3/27/22	Sun	9:00 AM	5:00 PM	Meeting	Conference	10	Dulles	400
3/27/22	Sun	9:30 AM	11:30 AM	Farewell Breakfast Session	Rounds of 10	775	Grand Ballroom	13,100
3/27/22	Sun	1:00 PM	2:00 PM	District Board Meeting	U-Shape	35	Westchester A-B	1,850
3/27/22	Sun	2:00 PM	5:00 PM	DOTC #1	U-Shape	25	Westchester A-B	1,850
3/27/22	Sun	2:00 PM	2:30 PM	Lunch Buffet	U-Shape	20	Westchester A-B	1,850

A 16% F&B Staff Charge, a 9% F&B House Charge, plus applicable taxes (currently 9.50%) are applied to food and beverage. ***The F&B House Charge is used to offset the costs of utilities and equipment, and other non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees.*** Banquet personnel are not customarily tipped, so tips are not expected. Function space rental fees, if applicable, will incur a 25% House Charge and 9.5% sales tax.

MEETING SPACE

Function space in this agreement is confirmed on a definite basis. Hotel agrees not to change or release function space without prior authorization from client. No room rental fees will be charged and space will be provided complimentary once group has fulfilled catered food and beverage minimum of \$50,000.00, exclusive of tax and service charge.

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.

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.

MEAL OF THE DAY

Menu of the Day options are available for banquet meal functions. A \$5.00 per person fee will apply to groups that choose a Menu of the Day option that is not offered on the day of their banquet meal function.

CURRENT CATERING MINIMUM RATES

Hotel's 2020 minimum catering prices are as follows:

- Plated Breakfast/Buffer Breakfast: \$30.00/\$36.00 per person
- AM/PM Breaks: \$18.00/\$20.00 per person
- Plated Lunch/Buffer Lunch: \$35.00/\$45.00 per person
- Plated Dinner/Buffer Dinner: \$48.00/\$65.00 per person

A 16% F&B Staff Charge, a 9% F&B House Charge, plus applicable taxes (currently 9.50%) are applied to food and beverage. The F&B House Charge is used to offset the costs of utilities and equipment, and other non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees. Banquet personnel are not customarily tipped, so tips are not expected. Function space rental fees, if applicable, will incur a 25% House Charge and 9.5% sales tax.

*Catering minimum rates may be subjected to change based on the year of the program.

ADDITIONAL CHARGES

Outside Audio-Visual Vendor/Company Fee: One-Time Fee \$5,000.00 plus service charge and tax

SHIPPING AND STORAGE

Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to March 24, 2022. A handling and storage fee will be assessed. The mandatory handling and storage fee is paid in its entirety to employees providing the handling services. Hotel will not be responsible for any loss or damage to materials sent to Hotel 3 days prior to arrival.

Package Handling Fees (Receive, Store, Deliver packages to your meeting rooms – charge per package):

- 0-5 pounds - \$5.00
- 6-20 pounds- \$10.00
- 21-50 pounds - \$15.00
- Over 50 pounds - \$25.00
- Pallets - \$75.00
- Crates – dependent upon size and weight
- Outbound Package Handling Fees: \$5.00 each box.
- A surcharge of \$25.00 per day will be applied to packages being stored for more than 3 business days prior to scheduled event.

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.

USE OF OUTSIDE VENDORS

If California-Nevada-Hawaii District of Kiwanis International wishes to hire outside vendors to provide any goods or services at Hotel during the Event, California-Nevada-Hawaii District of Kiwanis International 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 District of Kiwanis International, 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.

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.

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.

CANCELLATION

California-Nevada-Hawaii District of Kiwanis International acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of California-Nevada-Hawaii District of Kiwanis International’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and California-Nevada-Hawaii District of Kiwanis International’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, California-Nevada-Hawaii District of Kiwanis International agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel’s actual harm;
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling California-Nevada-Hawaii District of Kiwanis International’s space and functions.

California-Nevada-Hawaii District of Kiwanis International therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Agreement to September 24, 2021	50% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$38,305.00)
From September 25, 2021 to December 23, 2021	75% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$50,457.50)
From December 24, 2021 to March 20, 2022	90% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$57,749.00)
From March 21, 2022 to Arrival Date	100% of Total Room Revenue* + 70% of the Minimum Banquet Food and Beverage Revenue (\$80,610.00)

* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by California-Nevada-Hawaii District of Kiwanis International’s average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that California-Nevada-Hawaii District of Kiwanis International timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from California-Nevada-Hawaii District of Kiwanis International relating to the 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.

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.

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 **Monday, November 23, 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) Mr. Mark W McDonald

Title: (Print) Executive Director of the California-Nevada-Hawaii District of Kiwanis International

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Christina Krause

Title: Senior Sales Manager

Signature: _____

Date: _____

THE WESTIN

LOS ANGELES AIRPORT

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Westin Los Angeles Airport, 5400 West Century Boulevard, Los Angeles, CA, 90045, (310) 216-5858 and California-Nevada-Hawaii District of Kiwanis International.

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

Name: Timothy Cunning
 Job Title: Director of Service Leadership Programs
 Street Address: 8360 Red Oak Street Ste 201
 City, State, Postal Code: Rancho Cucamonga, CA 91730-0608
 Country/Region: USA
 Phone Number: (919) 736-1705
 E-mail Address: tim@cnhkiwanis.org

SIGNATORY:

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

NAME OF EVENT: Cal-Nev-Ha District of KIWIN'S Convention
 REFERENCE #: M-L4XC0R8
 OFFICIAL PROGRAM DATES: Thursday, 03/30/2023 - Sunday, 04/02/2023

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, **285** room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Traditional Double	Traditional King	Suite Upgrades	Luxury Suite	Deluxe Corner Suite	Staff	Total Rooms
03/30/2023	Thu	0	3	5	1	1	5	15
03/31/2023	Fri	105	18	5	1	1	5	135
04/01/2023	Sat	105	18	5	1	1	5	135
Total Room Nights	-	210	39	15	3	18	15	285

Start Date	End Date	Room Type	Single	Double
03/31/2023	04/01/2023	Traditional Double	\$144.00	\$144.00
03/30/2023	04/01/2023	Traditional King	\$144.00	\$144.00
03/30/2023	04/01/2023	Suite Upgrades	\$144.00	\$144.00
03/30/2023	04/01/2023	Deluxe Corner Suite	\$144.00	\$144.00
03/30/2023	04/01/2023	Luxury Suite	\$144.00	\$144.00
03/30/2023	04/01/2023	Staff	\$104.00	\$104.00

Hotel's room rates are subject to applicable state and local taxes currently 14% and 1.5% Los Angeles County Tourism Assessment Fee and an additional CA Tourism \$0.27 in effect at the time of check-out will be added to all room and tax.

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.

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 District of Kiwanis International with the following special concessions:

1. \$10.00 rebate applied to Master Account on full rate actualized room nights.
2. 25% allowable room night attrition.
3. Five (5) Suite upgrades at the group rate of \$144.00 per night, plus tax. [Estimated value: \$4,000.00].
4. One (1) Deluxe Corner Suite upgrade at the group rate of \$144.00 per night, plus tax. [Estimated value: \$4,000.00].
5. One (1) Luxury Suite at \$144.00 per night, plus tax, additional Luxury Suite available at \$500.00 per night, plus tax.
6. Two (2) VIP welcome amenities of the Hotel's selection [Estimated value up to \$100.00 total].
7. Hotel will set aside five (5) rooms of the total Room Night Commitment to be assigned to staff at a special rate of \$104.00 per night, plus tax during the Event. Staff rooms are not applicable towards complimentary rooms earned and staff rooms are net non-commissionable.
8. One (1) Hangar Room (3rd floor) offered on a complimentary basis for duration of event. [Estimated value: \$900.00].
9. Trattoria Room (located on Lobby Level, next to Daily Grill) on complimentary basis for duration of event. [Estimated value: \$900.00].
10. 60% discount off of prevailing overnight parking rates for attendees (Currently \$44.00 self / \$50.00 valet, plus 10% tax).
11. \$15.00 discounted daily self-parking for local attendees.
12. Hotel will offer complimentary Basic Wireless Internet access in General Session for all attendees (BASIC Wi-Fi does not offer dedicated bandwidth).
13. Waived fee for outside A/V provider. [Estimated value: \$5,000.00].
14. Meeting room rental waived based on hosted catered food and beverage minimum of \$25,000.00 plus staff charge and house charge that applies to food, beverage and rental, plus sales tax.
15. Special event inclusive menu pricing based on 2022 RFP sample menus. Pricing is inclusive of F&B staff charge and sales tax, per person:
 - \$47 inclusive lunch.
 - \$52 inclusive dinner
 - \$42 inclusive breakfast.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than twenty percent (20%), the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

REQUEST FOR PORTION OF ROOM RATE

California-Nevada-Hawaii District of Kiwanis International has requested that Hotel place an additional charge on the room folio of its Event attendees and collect it for California-Nevada-Hawaii District of Kiwanis International's benefit. Hotel will collect the amount, provided the Hotel has approved the method in which California-Nevada-Hawaii District of Kiwanis International has advised each of its attendees that they will be billed this charge, and provided that Hotel approves the content of the disclosure. All receipts for such charges will be paid to California-Nevada-Hawaii District of Kiwanis International upon receipt by Hotel of payment for the Master Account. Additionally, California-Nevada-Hawaii District of Kiwanis International acknowledges that the requested charge will be shown as an additional charge on the folio and not included with the room rate. Any attendee who refuses at checkout to pay the charge shall not be charged such amount. Hotel will provide a list of those individuals who refuse to pay such a charge.

STAFF ROOMS

Hotel will set aside five (5) rooms of the Room Night Commitment to be assigned by California-Nevada-Hawaii District of Kiwanis International to staff at a special rate of \$104.00, plus tax, per room per night during the Event. Staff rooms are net non-commissionable and not applicable towards complimentary rooms earned.

GUEST ROOM INTERNET

Complimentary Basic Wi-Fi access in guest rooms for all Marriott Bonvoy Members paying for their own guest room and secure their reservation through one of the following methods: Marriott.com, Marriott Mobile App, 1-800-MARRIOTT, through a Marriott hotel (direct), Rooming List, or property specific Passkey.

ROOM DELIVERIES

\$2.00 under door; \$4.00 inside room

PORTERAGE STAFF HOUSE CHARGE/GRATUITIES

There will be a \$10.00 charge per person roundtrip (inclusive of tax and staff or house charge) for portorage regardless of the number of bags. The charge for portorage service will be posted directly to the Group Master California-Nevada-Hawaii District of Kiwanis International.

OVERNIGHT PARKING RATE

Self-Parking: \$44.00 per vehicle, per night, plus tax.

Valet Parking: \$50.00 per vehicle, per night, plus tax.

METHOD OF RESERVATIONS

Attendees: 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 District of Kiwanis International to publish and provide this information to potential attendees through the planner's meeting website or through email. California-Nevada-Hawaii District of Kiwanis International 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.

Staff and VIPS: A room list is to be provided by the meeting planner or designate, by the cutoff date of **Thursday, March 02, 2023** in the Hotel room list format for automatic upload into Passkey.

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 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 **Thursday, March 02, 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.

ROOM ATTRITION

Hotel is relying upon California-Nevada-Hawaii District of Kiwanis International's use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. California-Nevada-Hawaii District of Kiwanis International agrees that a loss will be incurred by Hotel if California-Nevada-Hawaii District of Kiwanis International's actual usage is less than seventy five percent (75%) of the Room Night Commitment.

Hotel agrees to allow for a twenty five percent (25%) reduction in the Room Night Commitment. At the conclusion of California-Nevada-Hawaii District of Kiwanis International's Event, Hotel will subtract the rooms revenue derived from the Event (excluding revenue derived from pre- and post- program stays) and the amount of any permissible attrition California-Nevada-Hawaii District of Kiwanis International has taken from the Room Night Commitment set forth above. Any remaining amount will be posted as a charge to California-Nevada-Hawaii District of Kiwanis International's Master California-Nevada-Hawaii District of Kiwanis International, plus applicable taxes.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

California-Nevada-Hawaii District of Kiwanis International agrees to a minimum banquet food and beverage revenue of **\$25,000.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). If 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. California-Nevada-Hawaii District of Kiwanis International 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. In addition, if any food and beverage event is cancelled within 72 hrs of its scheduled starting time, California-Nevada-Hawaii District of Kiwanis International agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 72 hours. No service charges or additional fees are applied to your bill. The prices above reflect what you will be charged, not including the tax.

BILLING ARRANGEMENTS

The following billing arrangements apply: **Special Billing. Attendee Reservations:** Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment). **Staff and VIPS Reservations:** Room and tax charges to Master Account. Individuals are responsible to pay any guest room incidentals.

All charges associated with the Function Information Agenda/Event Agenda to be paid by California-Nevada-Hawaii District of Kiwanis International.

MASTER CALIFORNIA-NEVADA-HAWAII DISTRICT OF KIWANIS INTERNATIONAL

Hotel must be notified in writing at least three (3) 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 California-Nevada-Hawaii District of Kiwanis International 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 California-Nevada-Hawaii District of Kiwanis International (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 ten 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:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- Direct Bill

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.

ADVANCE PAYMENT SCHEDULE

California-Nevada-Hawaii District of Kiwanis International agrees to make the following advance payments:

[30] Days from signed agreement	\$2,000.00
[7] Days prior to arrival	\$28,000.00
At departure	Balance of Master Account

The above payments will be applied to payment of the Master Account. In the event that the payments exceed the balance of the Master Account, including any liquidated damages associated with cancellation/attrition by California-Nevada-Hawaii District of Kiwanis International, Hotel will refund the difference between the payments and the balance of the Master Account within thirty (30) days.

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 California-Nevada-Hawaii District of Kiwanis International 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	Function Space
03/30/2023	Thu	9:00 AM	11:59 PM	Convention Office	Conference	12	Trattoria
03/30/2023	Thu	9:00 AM	11:59 PM	Storage / Office	Existing	Flow	Grand Ballroom Office
03/31/2023	Fri	9:00 AM	11:59 PM	Convention Office	Conference	12	Trattoria
03/31/2023	Fri	9:00 AM	11:59 PM	Storage / Office	Existing	Flow	Grand Ballroom Office
03/31/2023	Fri	8:30 AM	3:00 PM	District Board Meeting	Schoolroom	50	O'Hare
03/31/2023	Fri	9:00 AM	5:00 PM	Kiwanis Meeting	Conference	20	Orly
03/31/2023	Fri	9:00 AM	11:59 PM	Hospitality Room	Lounge	1	Hangar Room
03/31/2023	Fri	3:00 PM	7:00 PM	Registration	Registration	6	Grand Ballroom AB Foyer
03/31/2023	Fri	2:00 PM	3:00 PM	Host Committee Meeting	Theatre	4	Midway
03/31/2023	Fri	5:00 PM	5:45 PM	Candidates Meeting	Theatre	4	Midway
03/31/2023	Fri	5:00 PM	11:59 PM	General Session 9:30 PM - Talent Screening	Theatre	525	Grand Ballroom AB
03/31/2023	Fri	5:15 PM	5:45 PM	Adult Orientation	Theatre	4	Kennedy
03/31/2023	Fri	5:15 PM	5:45 PM	S.A.A Meeting	Theatre	4	LaGuardia
03/31/2023	Fri	9:30 PM	11:59 PM	Workshop	Theatre	100	Theater
03/31/2023	Fri	9:30 PM	11:59 PM	Awards Judging	Rounds of 8	24	O'Hare
03/31/2023	Fri	9:30 PM	11:59 PM	Workshop	Theatre	100	Kennedy
03/31/2023	Fri	9:30 PM	11:59 PM	Workshop	Theatre	100	LaGuardia
03/31/2023	Fri	9:30 PM	11:59 PM	Workshop	Theatre	100	Logan
03/31/2023	Fri	9:30 PM	11:59 PM	Workshop	Theatre	100	Midway
04/01/2023	Sat	9:00 AM	11:59 PM	Convention Office	Conference	12	Trattoria
04/01/2023	Sat	9:00 AM	11:59 PM	Storage / Office	Existing	Flow	Grand Ballroom Office
04/01/2023	Sat	7:00 AM	11:59 PM	General Session 6:15 PM - Ceremony 10:00 PM - Dance	Rounds of 10	400	Grand Ballroom ABC

Date	Day	Start Time	End Time	Function Type	Setup	# People	Function Space
04/01/2023	Sat	9:00 AM	5:00 PM	Workshop	Theatre	100	Kennedy
04/01/2023	Sat	9:00 AM	5:00 PM	Workshop	Theatre	100	LaGuardia
04/01/2023	Sat	9:00 AM	5:00 PM	Kiwanis Meeting	Conference	20	Orly
04/01/2023	Sat	9:00 AM	5:00 PM	Workshop	Theatre	100	Logan
04/01/2023	Sat	9:00 AM	5:00 PM	Workshop	Theatre	100	Midway
04/01/2023	Sat	9:00 AM	5:00 PM	Essay Contest	Schoolroom	100	Concourse Ballroom A
04/01/2023	Sat	9:00 AM	11:59 PM	Hospitality Room	Lounge	1	Hangar 344
04/01/2023	Sat	9:00 AM	11:59 PM	Holding Room	Existing	1	Trattoria
04/01/2023	Sat	2:00 PM	3:15 PM	House of Delegates	Schoolroom	110	Concourse Ballroom B
04/01/2023	Sat	3:00 PM	7:00 PM	Registration	Registration	6	Grand Ballroom AB Foyer
04/01/2023	Sat	4:00 PM	4:50 PM	Advisor's Ice Cream Social	Rounds of 8	60	O'Hare
04/02/2023	Sun	9:00 AM	5:00 PM	Convention Office	Conference	12	Trattoria
04/02/2023	Sun	9:00 AM	5:00 PM	Storage/Office	Existing	Flow	Grand Ballroom Office
04/02/2023	Sun	7:00 AM	11:30 AM	General Session	Rounds of 10	400	Grand Ballroom ABC
04/02/2023	Sun	8:00 AM	8:45 AM	Non-Denominational Services	Theatre	1	Midway
04/02/2023	Sun	9:00 AM	12:00 PM	Hospitality Room	Lounge	1	Hangar Room
04/02/2023	Sun	12:00 PM	2:00 PM	Board Reception	U-Shape	50	Concourse Ballroom AB

A 16% F&B Staff Charge, a 9% F&B House Charge, plus applicable taxes (currently 9.50%) are applied to food and beverage. **The F&B House Charge is used to offset the costs of utilities and equipment, and other non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees.** Banquet personnel are not customarily tipped, so tips are not expected. Function space rental fees, if applicable, will incur a 25% House Charge and 9.5% sales tax.

MEETING SPACE

Function space in this agreement is confirmed on a definite basis. Hotel agrees not to change or release function space without prior authorization from client. No room rental fees will be charged and space will be provided complimentary once group has fulfilled catered food and beverage minimum of \$25,000.00, exclusive of tax and service charge.

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.

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.

MEAL OF THE DAY

Menu of the Day options are available for banquet meal functions. A \$5.00 per person fee will apply to groups that choose a Menu of the Day option that is not offered on the day of their banquet meal function.

CURRENT CATERING MINIMUM RATES

Hotel's 2020 minimum catering prices are as follows:

Plated Breakfast/Buffer Breakfast:	\$30.00/\$36.00 per person
AM/PM Breaks:	\$18.00/\$20.00 per person
Plated Lunch/Buffer Lunch:	\$35.00/\$45.00 per person
Plated Dinner/Buffer Dinner:	\$48.00/\$65.00 per person

A 16% F&B Staff Charge, a 9% F&B House Charge, plus applicable taxes (currently 9.50%) are applied to food and beverage. The F&B House Charge is used to offset the costs of utilities and equipment, and other non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees. Banquet personnel are not customarily tipped, so tips are not expected. Function space rental fees, if applicable, will incur a 25% House Charge and 9.5% sales tax.

*Catering minimum rates may be subjected to change based on the year of the program.

OUTSIDE VENDORS

If California-Nevada-Hawaii District of Kiwanis International wishes to hire outside vendors to provide any goods or services at Hotel during the Event, California-Nevada-Hawaii District of Kiwanis International 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 District of Kiwanis International, 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.

ADDITIONAL CHARGES

Outside Audio-Visual Vendor/Company Fee: One-Time Fee \$3,000.00 plus service charge and tax.

***This fee waived for California-Nevada-Hawaii District of Kiwanis International as a special concession.*

SHIPPING AND STORAGE

Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to March 30, 2023. A handling and storage fee will be assessed. The mandatory handling and storage fee is paid in its entirety to employees providing the handling services. Hotel will not be responsible for any loss or damage to materials sent to Hotel 3 days prior to arrival.

Package Handling Fees (Receive, Store, Deliver packages to your meeting rooms – charge per package):

- 0-5 pounds - \$5.00
- 6-20 pounds- \$10.00
- 21-50 pounds - \$15.00
- Over 50 pounds - \$25.00
- Pallets - \$75.00
- Crates – dependent upon size and weight
- Outbound Package Handling Fees: \$5.00 each box.
- A surcharge of \$25.00 per day will be applied to packages being stored for more than 3 business days prior to scheduled event.

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.

TECHNICAL SERVICES

PSAV is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and PSAV's equipment and expertise, a fee may be charged if California-Nevada-Hawaii District of Kiwanis International selects such a provider.

USE OF OUTSIDE VENDORS

If California-Nevada-Hawaii District of Kiwanis International wishes to hire outside vendors to provide any goods or services at Hotel during the Event, California-Nevada-Hawaii District of Kiwanis International 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 District of Kiwanis International, 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.

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.

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.

CANCELLATION

California-Nevada-Hawaii District of Kiwanis International acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of California-Nevada-Hawaii District of Kiwanis International's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and California-Nevada-Hawaii District of Kiwanis International's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, California-Nevada-Hawaii District of Kiwanis International agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel's actual harm;
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling California-Nevada-Hawaii District of Kiwanis International's space and functions.

California-Nevada-Hawaii District of Kiwanis International therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Agreement to March 22, 2022	25% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (Total Revenue \$20,110.00)
From March 23, 2022 to September 20, 2022	50% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (Total Revenue \$30,220.00)
From September 21, 2022 to December 20, 2022	75% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (Total Revenue \$40,330.00)
From December 21, 2022 to March 26, 2023	90% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (Total Revenue: \$46,396.00)
From March 27, 2023 to Arrival Date	100% of Total Room Revenue* + 70% of the Minimum Banquet Food and Beverage Revenue + Total Room Rental (Total Revenue \$57,940.00)

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by California-Nevada-Hawaii District of Kiwanis International's average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that California-Nevada-Hawaii District of Kiwanis International timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from California-Nevada-Hawaii District of Kiwanis International relating to the 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.

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.

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 California-Nevada-Hawaii District of Kiwanis International identified below. By inserting the airline frequent flyer California-Nevada-Hawaii District of Kiwanis International 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 ____ Mark McDonald _____
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 **Monday, November 23, 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) Mr. Mark W McDonald

Title: (Print) Executive Director of the California-Nevada-Hawaii District of Kiwanis International

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Carol Leung

Title: Senior Sales Manager

Signature: _____

Date: _____



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Anaheim Marriott, 700 West Convention Way, Anaheim, CA, 92802, (714) 750-8000 and California-Nevada-Hawaii District of Kiwanis International.

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

Name: Timothy Cunning
Job Title: Director of Service Leadership Programs
Street Address: 8360 Red Oak Street Ste 201
City, State, Postal Code: Rancho Cucamonga, CA 91730-0608
Country/Region: USA
Phone Number: (919) 736-1705
E-mail Address: tim@cnhkiwanis.org

MARRIOTT BONVOY RECEIPT: _____

NAME OF EVENT: Cal-Nev-Ha District of Key Club International Convention Apr2023
REFERENCE #: M-L54UYZX
OFFICIAL PROGRAM DATES: Thursday, 04/20/2023 - Sunday, 04/23/2023

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, 1,390 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Attendees	Staff	Executive Suite	Suite Connectors	Studio Suite	Total Rooms
4/20/2023	Thu	57	30	0	0	3	90
4/21/2023	Fri	611	30	3	3	3	650
4/22/2023	Sat	611	30	3	3	3	650
TOTAL		1279	90	6	6	9	1390

GROUP ROOM RATES

Based upon California-Nevada-Hawaii District of Kiwanis International's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Single/Double: \$215.00
Triple: \$235.00
Quads: \$255.00
Additional Person: \$20.00
Staff Room: \$179.00
Executive Suite + Connector: Complimentary
Studio Suite: \$215.00

Hotel room rates and services are subject to applicable State and Local fees and taxes, currently 15% Occupancy Tax, 2% Anaheim Tourism Improvement District Assessment, and California State Tourism Fee of \$0.94 and \$0.14 Tax per room night. These fees and taxes are subject to change without prior notice.

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 District of Kiwanis International with the following special concessions:

- Thirty (30) Staff and Crew rooms arriving Thursday and departing Sunday at a discounted rate of \$179.00 (rebate does not apply)
- Three (3) One Bedroom Executive Suites arriving Friday and departing Sunday provided complimentary
- Three (3) Studio Suites arriving Thursday and departing Sunday at the group rate
- Complimentary meeting room rental with a minimum of \$150,000 ++ in banquet Food and Beverage
- Discounted Self-Parking at \$20.00 per car/day (confirmed for 2020). Current Self-Parking rate is \$26.00 per car/day.
- Complimentary podiums and easels for the Event (not to exceed the Hotel's existing inventory).
- 15% Discount on Audio Visual rental excluding power, rigging, labor, and internet if PSAV is exclusive provider
- One (1) complimentary room night for every fifty (50) revenue-generating room nights occupied on a cumulative basis.
- Five (5) complimentary room nights (total) for a site visit and/or pre-planning meeting at the Hotel (based upon availability and mutually agreeable dates). Any unused complimentary room nights will expire if they are not used prior to the arrival date for the Event.

STAFF ROOMS

Hotel will set aside 30 staff rooms per night (90 maximum total room nights) of the Room Night Commitment to be assigned by California-Nevada-Hawaii District of Kiwanis International to staff at a special rate of \$179.00 (plus taxes and fees) during the Event. Staff rooms are net non-commissionable and not applicable towards complimentary rooms earned.

COMPLIMENTARY ROOMS

California-Nevada-Hawaii District of Kiwanis International will be entitled to one (1) complimentary room night for every fifty revenue-generating room nights occupied on a cumulative basis.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 80%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

REBATE

The rates reflect a rebate payable to of \$10.00 for each occupied guest room night paid for at the full California-Nevada-Hawaii District of Kiwanis International Rate to help offset the cost of the event. No rebate will be paid for staff-rated rooms or for rooms reserved outside the Room Block. Payment or credit for any rebate will only be made after satisfactory settlement of California-Nevada-Hawaii District of Kiwanis International's Master Account. California-Nevada-Hawaii District of Kiwanis International will take all responsibility for any determining and disclosing rebate to attendees.

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.

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.

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 District of Kiwanis International to publish and provide this information to potential attendees through the planner's meeting website or through email. California-Nevada-Hawaii District of Kiwanis International 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.

CUT-OFF DATE

Reservations by attendees must be received on or before **March 30, 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.

ATTRITION

Hotel is relying upon California-Nevada-Hawaii District of Kiwanis International's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. California-Nevada-Hawaii District of Kiwanis International agrees that a loss will be incurred by Hotel if California-Nevada-Hawaii District of Kiwanis International's actual usage is less than eighty percent (80%) of the Total Room Night Commitment.

Hotel agrees to allow for a twenty percent (20%) reduction in the Total Room Night Commitment. Hotel will subtract the actual room usage and the amount of permissible attrition and 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's 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.

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:

- ___ Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)

MASTER ACCOUNT

Hotel must be notified in writing at least 30 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 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 thirty 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:

- 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 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.

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	Set-Up Style	Expected	Function Space
4/20/2023	Thu	6:00 AM	11:59 PM	Show Manager & SAA Office	Conference	15	Elite 1
4/20/2023	Thu	9:00 AM	6:00 PM	Packet Assembly	Schoolroom	1	San Diego
4/20/2023	Thu	12:00 PM	11:59 PM	Communication & Marketing Office	Conference	4	Elite 3
4/20/2023	Thu	12:00 PM	11:59 PM	Member Recognition Office	Conference	10	Elite 2
4/20/2023	Thu	6:00 PM	11:59 PM	General Session	Theatre	2,000	Marquis ballroom
4/20/2023	Thu	6:00 PM	11:59 PM	Hold	TBD	TBD	Orange County Ballroom
4/21/2023	Fri	6:00 AM	11:59 PM	General Session	Theatre	2,000	Marquis Ballroom
4/21/2023	Fri	6:00AM	11:59 PM	Member Recognition Office	Conference	10	Elite 2
4/21/2023	Fri	6:00 AM	11:59 PM	Show Manager & SAA Office	Conference	15	Elite 1
4/21/2023	Fri	6:00 AM	11:59 PM	TBD	TBD	1	San Diego
4/21/2023	Fri	6:00 AM	11:59 PM	TBD	TBD	1	Platinum Ballroom
4/21/2023	Fri	6:00 AM	11:59 PM	TBD	TBD	1	Orange County Ballroom

4/21/2023	Fri	6:00 AM	11:59 PM	General Session	Theatre	2,000	Marquis Ballroom
4/21/2023	Fri	6:00AM	11:59 PM	Communication & Marketing Office	Conference	4	Elite 3
4/21/2023	Fri	6:00 AM	11:59 PM	Meet & Greet Candidates	Schoolroom	1	Gold Key 1-3
4/21/2023	Fri	6:00 AM	11:59 PM	Registration	Registration	12	Marquis Registration Counters
4/21/2023	Fri	6:00 AM	11:59 PM	Hold	TBD	TBD	Platinum Ballroom
4/21/2023	Fri	6:00 AM	11:59 PM	Hold	TBD	TBD	Grand Ballroom
4/21/2023	Fri	6:00 AM	11:59 PM	Hold	TBD	TBD	Orange County Ballroom
4/21/2023	Fri	6:00 AM	11:59PM	Hold	TBD	TBD	Desert Springs
4/21/2023	Fri	6:00 AM	11:59PM	Hold	TBD	TBD	Los Angeles /La Jolla
4/22/2023	Sat	6:00 AM	11:59 PM	Member Recognition Office	Conference	10	Elite 2
4/22/2023	Sat	6:00 AM	11:59 PM	Show Manager & SAA Office	Conference	15	Elite 1
4/22/2023	Sat	6:00 AM	11:59 PM	TBD	TBD	1	San Diego
4/22/2023	Sat	6:00 AM	11:59 PM	General Session	Theatre	2,000	Marquis Ballroom
4/22/2023	Sat	6:00 AM	11:59 PM	TBD	TBD	1	Gold Key III
4/22/2023	Sat	6:00 AM	11:59 PM	TBD	TBD	1	Gold Key I & II
4/22/2023	Sat	6:00 AM	11:59 PM	Hold	TBD	TBD	Grand Ballroom
4/22/2023	Sat	6:00 AM	11:59 PM	Hold	TBD	TBD	Platinum Ballroom
4/22/2023	Sat	6:00 AM	11:59 PM	Hold	TBD	TBD	Orange County Ballroom
4/22/2023	Sat	6:00AM	11:59 PM	Communication & Marketing Office	Conference	4	Elite 3
4/22/2023	Sat	6:00 AM	11:59PM	Hold	TBD	TBD	Desert Springs
4/22/2023	Sat	6:00 AM	11:59PM	Hold	TBD	TBD	Los Angeles /La Jolla
4/23/2023	Sun	7:00 AM	7:30 AM	CNH Team Meeting	Theatre	250	Orange County Ballroom
4/23/2023	Sun	7:00 AM	12:00PM	General Session	Existing	2,000	Marquis Ballroom
4/23/2023	Sun	7:00 AM	3:00 PM	Member Recognition Office	Conference	10	Elite 2
4/23/2023	Sun	7:00 AM	3:00PM	Show Manager & SAA Office	Conference	15	Elite 1

All meeting room, food and beverage, and related services are subject to applicable taxes. All prices are subject to a taxable 18.5% F&B Staff Charge, a taxable 6.5% F&B House Charge and a 7.75% sales tax (subject to change). The F&B House Charge is used to offset the costs of utilities, equipment and other non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees.

Nine (9) months prior to the Event, California-Nevada-Hawaii District of Kiwanis International agrees to give Hotel a preliminary program, including updated attendance figures based upon history. Six (6) months prior to the Event, a tentative program with anticipated attendance figures is required. At this time, Hotel will release any space that is not designated on a tentative program, except for any space that Hotel and California-Nevada-Hawaii District of Kiwanis International agree to hold for unanticipated needs.

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.

FOOD AND BEVERAGE REQUIREMENTS

A minimum food and beverage guarantee of **\$150,000** will be required for this event. This amount does not include room rental, applicable service charge, sales tax or miscellaneous items with associated costs. Should this minimum not be met, the difference will be charged as a food and beverage attrition.

CURRENT CATERING MINIMUM RATES

Hotel’s 2020 minimum catering prices are as follows:

Continental Breakfast	\$30.00 per person
Breakfast Buffet or Plated	\$39.00 or \$32.00 per person
Lunch plated	\$52.00 per person
Deli Lunch Buffet	\$54.00 per person
Dinner	\$68.00 per person
Dinner Buffet	\$87.00 per person
Reception Food (one hour)	\$40.00 per person
Reception (beverage only one hour)	\$20.00 per person
Coffee Break	\$20.00 per person

All meeting room, food and beverage, and related services are subject to applicable taxes. All prices are subject to a taxable 18.5% F&B Staff Charge, a taxable 6.5% F&B House Charge and a 7.75% sales tax (subject to change). The F&B House Charge is used to offset the costs of utilities, equipment and other non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees.

The Hotel promises that the rates charged to California-Nevada-Hawaii District of Kiwanis International will be no more than the rates listed above, increased by a maximum of 7% per year.

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.

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.

CANCELLATION

California-Nevada-Hawaii District of Kiwanis International acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of California-Nevada-Hawaii District of Kiwanis International’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and California-Nevada-Hawaii District of Kiwanis International’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, California-Nevada-Hawaii District of Kiwanis International agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel’s actual harm;
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling California-Nevada-Hawaii District of Kiwanis International’s space and functions.

California-Nevada-Hawaii District of Kiwanis International therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Agreement to 08/19/2021	25% of Total Room Revenue* + 40% of the Minimum Banquet F&B Revenue (\$134,712.50)
From 8/20/2021 to 3/19/2022	50% of Total Room Revenue* + 40% of the Minimum Banquet F&B Revenue (\$209,425.00)
From 3/20/2022 to 10/19/2022	75% of Total Room Revenue* + 70% of the Minimum Banquet F&B Revenue (\$329,137.50)
From 10/20/2022 to Arrival Date	100% of Total Room Revenue* + 100% of the Minimum Banquet F&B Revenue (\$448,850.00)

* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by California-Nevada-Hawaii District of Kiwanis International’s average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that California-Nevada-Hawaii District of Kiwanis International timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from California-Nevada-Hawaii District of Kiwanis International relating to the Cancellation.

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.

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.

TECHNICAL SERVICES

The Anaheim Marriott is proud to offer premier Event Technology services with our partners PSAV to all of our clientele. You may choose to utilize your company of choice for your needs for Audio, Video, Lighting and Décor. For the safety and security of the Anaheim Marriott's guests, staff and building infrastructure PSAV will remain the exclusive provider in the Event Technology areas of the below mentioned including the labor for each line. These areas are non-negotiable.

- Rigging (+labor)
- Electrical (+labor)
- Information Technology/Internet (+labor)
- In-house sound and patching (outside vendors may not patch into any in-house audio system)

When using an outside vendor for your Event Technology needs, an appointed PSAV technician will be required for all installation and strike days for the respective event. A 5-hour minimum is required and the cost will be billed to the master account. Overtime fees apply if applicable.

Any proposed Event Technology concessions to any clientele are contingent on PSAV being the sole provider for the respective California-Nevada-Hawaii District of Kiwanis International's Event Technology needs not limited to but including; audio, video, lighting, internet, electrical and rigging and office rentals.

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

If California-Nevada-Hawaii District of Kiwanis International wishes to hire outside vendors to provide any goods or services at Hotel during the Event, California-Nevada-Hawaii District of Kiwanis International 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 District of Kiwanis International, 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.

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 **February, 15, 2021**. 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) Katy Ledvich
Title: (Print) Senior Sales Executive
Signature: _____
Date: _____

Approved and authorized by Hotel:

Name: (Print) Andy Lakefish
Title: (Print) Director of Sales & Marketing
Signature: _____
Date: _____



Thursday, December 17, 2020

Mr. Tim Cunning
 Director, Service Leadership Program
 Kiwanis International Cal-Nev-HI District
 8360 Red Oak Street, Suite 201
 Rancho Cucamonga, CA 91730-0608

RE: Kiwanis International Cal-Nev-HI District, Thursday, April 11, 2024 - Monday, April 15, 2024

Dear Mr. Cunning:

Thank you for choosing the Grand Sierra Resort and Casino for your event. We look forward to working closely with you to ensure a successful meeting.

The Grand Sierra Resort and Casino, herein referred to as the "HOTEL", is pleased to confirm to "Kiwanis International Cal-Nev-HI District", herein referred to as "GROUP", the following accommodations on a first option basis for "Kiwanis International Cal-Nev-HI District".

ROOM BLOCK

Property	Room Block	Room Type	Thu 04/11/20 24	Fri 04/12/20 24	Sat 04/13/20 24	Sun 04/14/20 24	Total
Grand Sierra Resort and Casino	Kiwanis International Cal-Nev-HI District	Summit Standard	30	425	425	10	890
			\$89.00	\$169.00	\$169.00	\$89.00	
		The A Standard	40	250	250	10	550
			\$109.00	\$189.00	\$189.00	\$109.00	
Booking Total			70	675	675	20	1440

****No Saturday Arrivals****

Total Room Nights: 1,440

The above rates are single-quad occupancy rates.

"HOTEL" is pleased to offer you our definite rate, quoted above, for single or double occupancy. All rooms are subject to thirteen percent (13%) Washoe County Room Tax, our daily resort fee plus tax, and a daily \$2.00 tourism surcharge fee (all items subject to change).

The group rate does not include the \$30 Daily Resort Fee. All rates quoted herein are net, non-commissionable unless specified in this document.

Client Initials: _____

GSR Initials: _____

EARLY DEPARTURE FEE

In the event a guest who has reserved a room within your block checks out prior to the guest’s reserved check-out date, the Grand Sierra Resort and Casino will add an early check-out fee of \$50.00 to that guest’s individual account. Guests wishing to avoid an early check-out fee should advise the hotel at or before check-in of any change in planned length of stay. The Grand Sierra Resort and Casino will inform members of your group of this potential charge upon check-in and request that you also inform your attendees of this obligation. The Grand Sierra Resort and Casino will deduct any collected early departure fees from the amount you may owe as performance damages.

HOUSEKEEPING GRATUITY

Housekeeping gratuity of \$1.99 per day per room will be posted to your guest room folio. Unless otherwise instructed at check in or anytime during the stay before the charge occurs, the housekeeping gratuity will be posted to the individual attendees guestroom account. Guests will have the option to choose not to participate.

REBATE

The Hotel will pay **\$10.00** for each revenue room night within the group’s block, actualized and paid for by your group to **Kiwanis**. This payment will be credited to the Group’s Master Account at the conclusion of the event or made by the Hotel after receipt by the Hotel of full payment for the event.

DISCLOSURE

“GROUP” Acknowledges that any and all disclosure of said Third party commission or rebate is the sole responsibility of “GROUP”. All guest rooms generated outside of official room block are not eligible for commission and/or rebate, but may be counted towards complimentary policy.

CONCESSIONS

The following complimentary items and concessions above are based on an 80% cumulative room block pick-up or 80% of projected contracted room block revenue paid by group. Should room block pick up fall below 80% or GROUP does not pay the revenue difference, these complimentary items and concessions are subject to decrease at Hotels discretion prior to arrival:

- “HOTEL” will provide one complimentary room night for every fifty (50) rooms occupied to be taken from total rooms utilized on a cumulative basis
- Three (3) complimentary Luxury Suites for April 11 – April 14, 2024
- Three (3) complimentary Studio Suite for April 11 – April 14, 2024
- Twenty five (25) Standard Summit Rooms for Staff Members at \$79.00 for April 11 – April 14, 2024, Convention rate available 3 days pre and post conference, based on availability

With regard to suite usage as relates to complimentary policy:
 A one-bedroom suite is the equivalent of two (2) standard rooms.
 A two-bedroom suite is the equivalent of three (3) standard rooms.
 A Diplomat or Presidential suite is the equivalent of four (4) standard rooms.

Client Initials: _____

GSR Initials: _____

MEETING SPACE REQUIREMENTS

“GROUP” will provide “HOTEL” a schedule of meeting specifications and requirements prior to signature of contract and proportionate space will be held. A final or amended schedule may be submitted three (3) to six (6) months prior to arrival, at which time meeting space assignments will be confirmed. If the aforementioned schedule is not adhered to, “HOTEL” will be obligated to only provide meeting/function space on an availability basis only, and may assess applicable meeting space rental fees. All subgroups, or Affiliated groups may be assessed a meeting space rental fee. Upon finalization of contract, a Convention Services Manager, and Catering Manager will be assigned to assist in all aspects of planning. **Meeting space requirements as outlined are found under Schedule A of this document.**

“HOTEL” will provide meeting space as outlined under schedule of events, pursuant to “GROUP” requirements. If “GROUP” guest room usage falls below eighty (80) percent of the final adjusted room block commitment, “HOTEL” may reduce, or reassign previously assigned meeting space. “HOTEL” under any and all circumstances reserves the right to control all meeting/function space.

FOOD / BEVERAGE AND AUDIO/VISUAL POLICIES

Firm Catering/menu prices will be quoted nine (9) months prior to arrival date. Having been licensed by the State of Nevada, and in accordance with Washoe County health codes no food or beverage may be brought in from the outside for use in either public meeting/function rooms, sleeping rooms, or hospitality suites. It is incumbent upon “GROUP” to communicate this information to all attendees.

The “GROUP” agrees to provide a minimum of \$150,000 in food and beverage, excluding service charges, administrative fees and Nevada State taxes.

“GROUP” has confirmed that SD Event Pros will be their preferred AV provider. “HOTEL” will allow for outside vendors however, all electrical, rigging and audio patches must be done by “HOTEL”.

RESERVATION AND ROOM BLOCK CUTOFF PROCEDURES

“GROUP” warrants the preferred method of reservations to be:

Online Reservation system

The Grand Sierra Resort offers an online reservation management system that we highly recommend. There is no charge to “GROUP” for utilizing this service.

TELEPHONE DIRECT

Attendees will call the dedicated toll free reservation line, 1-800-648-5080 identify themselves by ‘GROUP NAME’ or “GROUP CODE” to secure reservations.

ROOMING LIST

“GROUP” will provide “HOTEL” with a rooming list **for staff and others as appropriate to include first and last name, arrival and departure date, and applicable method of guarantee for deposit.** In addition, “HOTEL” requires billing/payment information be submitted in conjunction with the rooming list.

CUT OFF DATE FOR RESERVATIONS

The cut-off date for reservations is **Monday, February 26, 2024 at midnight Pacific Time**, based on the first night of room block commitment. All rooms not utilized at this date will be released back into “HOTEL” inventory. Reservations after said cut-off date will be honored on a space available basis at the prevailing rate.

Client Initials: _____

GSR Initials: _____

DEPOSIT SCHEDULE FOR CONTRACT

Pre- Pay Payment Policy:

Based on the estimated charges of "GROUP" functions and the financial information provided, a pre-payment schedule may be required as outlined herein:

1. The amount of \$10,344.50 that was originally collected for the 2020 Event will now be placed towards this contract as a good faith deposit.
2. \$2,500 due one year prior to group's arrival.
3. 50% of the estimated Food and Beverage charges due 30 days prior to arrival.
4. Remainder of the estimated Master Account charges will be paid on 3/29/2024

Master Account Payment Policy:

If requested, a DIRECT BILL/CREDIT APPLICATION will be forwarded by the Sales or Convention Department, no later than ninety (90) days prior to arrival in order to establish said Master Account. The application must be completed and returned sixty (60) days prior to arrival date, and must be signed by an authorized officer of your organization. After review of the application, a determination will be made for billing requirements and payment policies. A list of authorized users to sign on master account must be submitted thirty (30) days prior to arrival. Total billing must meet or exceed \$5,000 in order to qualify for a Master Account.

To establish Master Account billing, "HOTEL" requires an initial deposit at the time of contract signing which group has already paid. Sixty (60) days prior to first group arrival date, "HOTEL" requires an additional deposit equaling fifty percent (50%) of estimated Master Account charges.

Should Direct Billing be approved, as outlined in the Preferred Billing Procedure Clause noted in this Agreement, balance will be paid thirty (30) days after reconciliation. After thirty (30) days, any unpaid, undisputed balance will be subject to a three (3%) percent monthly finance charge. All disputed charges must be given written notice within ten business days of departure to Accounting. If a Direct Billing Account is not established, the remaining balance must be paid prior to check-in.

PREFERRED BILLING PROCEDURE

Unless otherwise guaranteed in full by "GROUP", "HOTEL" requires a one night's room deposit, per room, to guarantee accommodations. "HOTEL" accepts all major credit cards for deposit, which is refundable if cancellation is made 48 hours prior to arrival. The deposit guarantees the sleeping room until 12:00 Midnight on the scheduled arrival date. **Please note check-in is 3:00 p.m. Pacific Time and checkout is 11:00 a.m. Pacific Time.**

At the time of check in all HOTEL guests, including those booking within the room block, will need to provide a credit card to HOTEL. At the time of check in each guest's credit card will be pre authorized by HOTEL in the amount of \$50 per night for incidentals. This is a hold only, which means those funds are not being charged, but that the funds will not be available to the guest. The guest's card will not be charged unless guest elects to use that card to pay for incidental charges or the room. If guest elects not to use the pre-authorized card, the funds will become available on the card within 3-5 days. GROUP acknowledges HOTEL's room deposit policy and GROUP agrees to provide notice to its attendees of this policy. HOTEL assumes no liability for, nor has any obligation for rebates, commissions, or other incentives based on rooms booked promised to GROUP for reservations canceled because a guest was not advised by GROUP of the room deposit policy.

Client Initials: _____

GSR Initials: _____

Please select your preferred guestroom billing procedures, the options offered are:

INDIVIDUAL DEPOSITS – Each guest is responsible for their own deposit. The deposit should be in the form of a check, money order, or credit card. Checks should be made payable to Grand Sierra Resort and sent to our Convention Reservations Department. Any reservation not cancelled 48 hours prior to arrival will be charged in the form of first night’s room and tax to the guest.

SPECIFIC ARRIVALS – The designated reservations received by rooming list will be guaranteed for arrival to your Master Account. Please direct the rooming list with the designated reservations to our Convention Reservations Team as well as to your assigned Convention Services Manager. Any reservation not cancelled 48 hours prior to arrival will be charged in the form of first night’s room and tax to your Master Account.

ATTRITION SCHEDULE

The terms and conditions of this contract are based on “GROUP” guest room commitment, and scheduled food and beverage commitment. “HOTEL” and “GROUP” mutually agree to review and adjust the above contracted room block commitment from the signing of agreement to **Monday, February 26, 2024**. “GROUP” may adjust the contracted room block commitment by 20%.

If guest room usage falls below eighty (80) percent of the final, adjusted room block commitment, “GROUP” will be assessed the difference between actual usage, and the aforementioned eighty (80) percent of adjusted room block commitment multiplied by the group average room rate.

CANCELLATION

Group shall not have the right to terminate their obligations under the contract except as otherwise provided in the contract. “HOTEL” further warrants “GROUP” may not terminate their obligations under this contract for the sole purpose of re-scheduling at another facility or in another destination.

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.

Cancellation of this agreement from DATE OF SIGNING to Monday, March 28, 2022 in advance of the Convention Date: Sixty percent (60%) of anticipated gross revenue derived from sleeping rooms and scheduled food and beverage functions if the meeting were held as scheduled.

Cancellation of this agreement from Tuesday, March 29, 2022 to Monday, March 27, 2023 in advance of the Convention Date: Eighty percent (80%) of anticipated gross revenue derived from sleeping rooms and scheduled food and beverage functions if the meeting were held as scheduled.

Cancellation of this Contract from Tuesday, March 28, 2023 to ARRIVAL of the Convention Date Thursday, March 28, 2024: One hundred percent (100%) of anticipated gross revenue derived from sleeping rooms and scheduled food and beverage functions if the meeting were held as scheduled.

Client Initials: _____

GSR Initials: _____

AMERICANS WITH DISABILITIES ACT

“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 association with the acquisition, rental or provision of such aids.

“HOTEL” shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (ADA), including the readily achievable removal of physical barriers to access the meeting rooms, sleeping rooms, and common areas (e.g. restaurants, rest rooms, and public telephones); the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by “HOTEL” than other individuals’ and the modification of “HOTEL”S’ policies, practices, and procedures applicable to all guests and/or groups as necessary to provide good services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for the hearing and mobility-impaired open for disabled individuals until all remaining rooms are occupied).

INSURANCE

GROUP will obtain the following insurance for the dates set forth on Page 1, and will provide HOTEL with a Certificate of Insurance naming MEI-GSR Holdings, LLC, Grand Sierra Resort and Casino, Gage Village Commercial Development, LLC, and AM-GSR Holdings, LLC as an additional insureds:

I. General Liability Insurance:

a. Limits:

- i. \$1,000,000 per occurrence
- ii. \$2,000,000 aggregate

b. Broad form property damage

Cross liability, severability of interests
Personal Injury.

II. Worker compensation and employers liability insurance:

a. Statutory workers compensation coverage

b. Employers liability insurance:

- i. \$1,000,000 each accident
- ii. \$1,000,000 disease, each employee
- iii. \$1,000,000 disease, policy limit

III. Evidence of Insurance/General Terms:

a. As a condition precedent to “HOTEL’S” obligations under agreement and before arriving on property for the event, “GROUP” shall provide Grand Sierra Resort with a Certificate of Insurance conforming to the following:

b. All Policies of insurance shall:

- i. Provide for cancellation if not less than thirty (30) days prior written notice to HOTEL.
- ii. Be issued by reputable insurance carriers licensed in the State of Nevada.
- iii. Have a minimum A.M. Best rating of A-VII.
- iv. Be primary and non-contributory with respect to another insurance or self-

Client Initials: _____ insurance program of “HOTEL”.

GSR Initials: _____

- v. Contain a deductible or SIR of no more than fifty thousand dollars (\$50,000)
- vi. Name MEI-GSR Holdings, LLC, Grand Sierra Resort and Casino, Gage Village Commercial Development, LLC, and AM-GSR Holdings, LLC, and each of their respective officers, directors, agents, and employees as additional insureds (collectively "Additional Insureds"), except for workers compensation and employer liability coverage.
- vii. Provide a waiver of subrogation to "HOTEL" and all additional insureds.

If "GROUP" has any third party vendors providing services at "GROUP'S" event, then those vendors must provide evidence of the coverages on the same conditions as described above.

TRADEMARKS

"GROUP" will refrain from using "HOTEL'S" printed name, logo, and trademarks in media or promotional material of any nature, without the prior written approval of the "HOTEL".

ADVERTISING

"HOTEL" must give prior written approval for any display, signs, or banners, promotional materials and/or equipment "GROUP" might request space for in parking lots, lobbies, public space, restaurants, out-door areas, driveways, or other anywhere on Hotel premises, relating to, arising from or in connection with the "GROUP" before they can be erected or displayed. "HOTEL" also reserves the right of approval for any and all industry related materials distributed at "HOTEL" during the program. "GROUP" will notify "HOTEL" in writing request for approval of materials, before 10 days of the event.

INDEMNITY

"GROUP" shall also indemnify, defend, and hold "HOTEL" and "HOTEL's" partners, affiliates, parent, subsidiary, and related entities, and all of their respective officers, directors, employees, agents, and representatives ("HOTEL Indemnified Parties"), from and against any and all claims, demands, liabilities, including claims for personal injury, death, or damage to or loss of personal property, judgments and expenses (including reasonable attorney's fees and court costs) arising from, out of or related to any (i) breach of this agreement by "GROUP", (ii) "GROUP's" use of the "HOTEL's" property, (iii) any claim brought by any vendor, exhibitor, contractor, or participant in the in "GROUP's" event, or (iv) any claim related to or arising in any way from this agreement or "GROUP's" presence at the "HOTEL's" property, including claims based in whole or in part on the negligence of "HOTEL" and the "HOTEL" Indemnified Parties.

SECURITY

If we determine, in our sole discretion that in light of the size and/or nature of your function special or additional security measures to maintain the safety of you, your guests, Grand Sierra Resort's, or any patrons of our property, then we will assign GSR security personnel or a reputable licensed security agency to provide additional security. If we have to supply additional security, then you will pay Grand Sierra Resort for the increased security at the rate of \$25.00 per officer, per hour, in addition to any room rental fees, labor fees, or food and beverage fees.

HOTELS RIGHT TO CANCEL – PRIVILEGED GAMING LICENSE

"GROUP" acknowledges that "HOTEL" is the holder of certain privileged governmental gaming licenses. If the gaming commission or gaming regulatory body with jurisdiction over HOTEL requests or demands that "HOTEL" or its affiliates to cease doing business with "GROUP", or GROUP'S officers, directors, employees, or representative because of this agreement or because any or all of them are about to be engaged in, or at any time were engaged in any activity or relationship that the gaming commission or gaming regulatory body deems improper, such that the gaming commission or gaming regulatory body

Client Initials: _____
 GSR Initials: _____

threatens to suspend, deny, restrict, modify or revoke "HOTEL'S" privileged gaming license or other license related to gaming, the "HOTEL" will give fifteen (15) days written notice to "GROUP". "HOTEL" and "GROUP" will use best efforts to resolve any issue the commission or regulatory body has with this agreement or with "GROUP" so that "GROUP" can hold its event as scheduled. In the event that the best efforts of "HOTEL" and "GROUP" are unsuccessful after the fifteen (15) day period following the written notice, and the gaming commission or gaming regulatory body with authority over the privileged gaming license or licenses related to gaming still directs "HOTEL" to cease business with "GROUP", then "HOTEL" may cancel this agreement immediately and without liability to group by giving written notice of the same.

In addition to the foregoing, "GROUP" understands that marijuana is illegal under Federal Law, and Nevada gaming regulators prohibit licensees from having any affiliation with businesses involved, in any way, in the sale, cultivation, production, refinement, or transportation of Marijuana. As such, "HOTEL" reserves the right to terminate this agreement immediately, with or without notice, if "GROUP", or its attendees, has such an affiliation. "HOTEL" has a strict no-tolerance policy for illegal substances at its property. Anyone found in possession of or using illegal substances will be asked to leave the property and may be subject to prosecution.

SUCCESSORS AND ASSIGNS

This agreement shall be binding on and inure to the benefit of the parties to this agreement and their representatives, successors, and assigns, except as otherwise provided in this agreement.

OPTION DATE

The terms and conditions of this agreement are being held by "HOTEL" on a first option basis until **February 16, 2021**. Should another organization request these dates and be in a position to confirm them, "GROUP" will be advised and given five (5) business days to sign this document. Should a signed agreement not be returned by the date assigned, all guest rooms and function space will be released from the group booking.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between "GROUP" and "HOTEL" and supersedes all previous understandings and may only be changed or amended by a written amendment signed by authorized agents as outlined in this agreement by both parties.

Client Initials: _____

GSR Initials: _____

ACCEPTANCE

When signed by representatives of both parties, this Contract, which includes the Schedule of your Events, will constitute a binding agreement subject to final site inspection, and approval of said site inspection, between "GROUP" and "HOTEL". Both parties warrant that they are authorized signatory representatives of their respective organizations, and are wholly authorized to act as such signatory representatives.

ACCEPTED BY HOTEL:

ACCEPTED: **Kiwanis International Cal-Nev-HI District**

By: _____
Lexi Miech
Executive Director of Sales

By: _____
Authorized Signer of GROUP

Name: _____
(PLEASE PRINT)

Name: _____
(PLEASE PRINT)

Date: _____

Date: _____

ACCEPTED AND COUNTERSIGNED

Mr. Mark McMinn
Vice President of Sales

Prepared by: LM/CF

Client Initials: _____

GSR Initials: _____

SCHEDULE A
FUNCTION SPACE REQUIREMENTS
 Grand Sierra Resort and Casino
 Kiwanis International Cal-Nev-HI District 2024 event

Date	Start Time	End Time	Room	Description
Thursday 4/11/24	4:30 AM	11:30 PM	CRD 1 & 2	Hold Space
	4:30 AM	11:30 PM	CRD 3	Hold Space
	4:30 AM	11:30 PM	SSPALL	Hold Space
	4:30 AM	11:30 PM	Nevada 6-7	Hold Space
	7:00 AM	7:00 PM	CRD 1 & 2	Show Manager Office & SA Office
	7:00 AM	11:30 PM	SSOFF 1	Office/Storage
	7:00 AM	11:30 PM	SSOFF 2	Office/Storage
	9:00 AM	6:00 PM	Grand Salon	Packet Assembly
	12:00 PM	11:30 PM	Carson 1	Member Recognition Office
	12:00 PM	11:30 PM	CRD 3	Commucation & Marketing Office
	3:00 PM	4:00 PM	Nevada 8	Pre-Convention Meeting
	5:00 PM	7:00 PM	Carson 3-4	Board Social
	6:00 PM	12:00 AM	Silver State 1	General Session - Stage Preparation
	6:00 PM	8:00 PM	Nevada 6-7	Board Training
	6:00 PM	11:30 PM	Nevada 6-7	Board Training
	7:00 PM	11:30 PM	Carson 3-4	Social Hours
	8:00 PM	11:00 PM	Nevada 8-9-10	Study Hall
Friday 4/12/2024	4:30 AM	11:30 PM	CRD 1 & 2	Hold Space
	4:30 AM	11:30 PM	CRD 3	Hold Space
	4:30 AM	11:30 PM	Grand Ballroom	Hold Space
	4:30 AM	11:30 PM	SSPALL	Hold Space
	4:30 AM	11:30 PM	Nevada 1-2-3-4-5	Hold Space
	4:30 AM	11:30 PM	SSPALL	Hold Space
	4:30 AM	11:30 PM	Nevada Room	Hold Space
	4:30 AM	11:30 PM	Grand Salon	Hold Space
	7:00 AM	9:00 PM	CRD 1 & 2	Show Manager Office & SA Office
	7:00 AM	11:30 PM	Carson 1	Member Recognition Office/Scrapbooks
	7:00 AM	11:30 PM	SSOFF 1	Office/Storage
	7:00 AM	11:30 PM	SSOFF 2	Office/Storage
	7:00 AM	11:30 PM	CRD 3	Communication & Marketing Office
	8:00 AM	9:45 AM	Tahoe Room	Team Meeting
	10:00 AM	12:00 PM	Silver State 1	CNH Team Rehearsals

Client Initials: _____

GSR Initials: _____

Date	Start Time	End Time	Room	Description
	10:00 AM	7:00 PM	CRD 1 & 2	Hotel Registration
	11:15 AM	2:00 PM	Nevada 6-7	Board Training
	11:30 AM	1:00 PM	Summit Pavilion	COD
	12:00 PM	12:45 PM	Crystal Ballroom	Board Lunch
	1:00 PM	1:30 PM	Reno Ballroom	Elections Committee Meeting
	1:00 PM	2:00 PM	Tahoe Room	Convention Committee Meeting
	1:30 PM	2:00 PM	Reno Ballroom	Caucus Chair Meeting
	2:30 PM	6:00 PM	Carson 2	Meet & Greet Candidates
	2:30 PM	6:00 PM	Carson 1	Deadline Contest Entries
	2:30 PM	9:00 PM	Grand Salon	Convention Registration
	2:30 PM	9:00 PM	Carson 2	Delegate Registration
	5:00 PM	7:00 PM	Summit Pavilion	On-The-Go Snack Bar
	5:20 PM	8:00 PM	Nevada 1-2-3-4-5	Workshop Sessions 1-4
	5:20 PM	8:00 PM	Nevada Room	Workshop Sessions 1-4
	5:20 PM	8:00 PM	Reno Ballroom	Workshop Sessions 1-4
	5:20 PM	8:00 PM	Carson 3-4	Workshop Sessions 1-4
	5:20 PM	8:00 PM	Tahoe Room	Workshop Sessions 1-4
	5:20 PM	8:00 PM	Silver State 2-3	Workshop Sessions 1-4
	5:20 PM	8:00 PM	Crystal Ballroom	Workshop Sessions 1-4
	5:30 PM	6:15 PM	McKinley	Candidates Meeting
	5:30 PM	8:00 PM	Silver State 1	Talent Rehearsals
	8:00 PM	8:30 PM	Carson 1	Contest Judging Scrapbook
	8:30 PM	10:00 PM	Silver State 1	First General Session
	10:30 PM	11:30 PM	Nevada 1-2-3-4-5	Workshop 5
	10:30 PM	11:30 PM	Reno Ballroom	Workshop 5
	10:30 PM	11:30 PM	Tahoe Room	Workshop 5
	10:30 PM	11:30 PM	Nevada Room	Workshop 5
	10:30 PM	11:30 PM	Carson 3-4	Workshop 5
	10:30 PM	11:30 PM	Silver State 2-3	Workshop 5
	10:30 PM	11:30 PM	Crystal Ballroom	Workshop 5
Saturday 4/13/2024	4:30 AM	11:30 PM	Grand Ballroom	Hold Space
	4:30 AM	11:30 PM	CRD 3	Hold Space
	4:30 AM	11:30 PM	CRD 1 & 2	Hold Space
	4:30 AM	11:30 PM	Crystal Ballroom	Hold Space
	4:30 AM	11:30 PM	Summit Pavilion	Hold Space
	4:30 AM	11:30 PM	SSPALL	Hold Space
	4:30 AM	11:30 PM	Nevada Room	Hold Space
	4:30 AM	11:30 PM	Grand Salon	Hold Space
	7:00 AM	8:00 AM	Tahoe Room	SAA Meeting
	7:00 AM	8:30 AM	Summit Pavilion	Continental Breakfast
	7:00 AM	12:30 PM	Carson 2	PIE Committee
	7:00 AM	9:00 PM	CRD 1 & 2	Show Manager Office & SA Office

Client Initials: _____

GSR Initials: _____

Date	Start Time	End Time	Room	Description
	7:00 AM	11:30 PM	CRD 3	Communication & Marketing Office
	7:00 AM	11:30 PM	Carson 1	Member Recognition Office/Scrapbooks
	7:00 AM	11:30 PM	SSOFF 1	Office/Storage
	7:00 AM	11:30 PM	SSOFF 2	Office/Storage
	7:30 AM	8:00 AM	Reno Ballroom	Candidate & Caucus Leaders Me
	8:00 AM	10:20 AM	Tahoe Room	Workshop Sessions 5-7
	8:00 AM	10:20 AM	Nevada Room	Workshop Sessions 5-7
	8:00 AM	10:20 AM	Carson 3-4	Workshop Sessions 5-7
	8:00 AM	10:20 AM	Silver State 2-3	Workshop Sessions 5-7
	8:00 AM	10:20 AM	Crystal Ballroom	Workshop Sessions 5-7
	8:00 AM	10:20 AM	Nevada 1-2-3-4-5	Workshop Sessions 5-7
	8:00 AM	12:15 PM	Reno Ballroom	Nominating Conference/House of Delegates
	8:50 AM	10:20 AM	Silver State 1	Special Workshops
	9:00 AM	9:00 PM	Grand Salon	Convention Registration
	10:30 AM	12:20 PM	Nevada 1-2-3-4-5	Workshop Sessions 8-9
	10:30 AM	12:20 PM	Tahoe Room	Workshop Sessions 8-9
	10:30 AM	12:20 PM	Nevada Room	Workshop Sessions 8-9
	10:30 AM	12:20 PM	Carson 3-4	Workshop Sessions 8-9
	10:30 AM	12:20 PM	Silver State 2-3	Workshop Sessions 8-9
	10:30 AM	12:20 PM	Crystal Ballroom	Workshop Sessions 8-9
	12:30 PM	1:15 PM	Summit Pavilion	Buffet Lunch
	1:00 PM	6:00 PM	Carson 2	Service Projects
	1:45 PM	3:15 PM	Silver State 1	2nd General Session
	3:30 PM	5:00 PM	Grand Salon	Family Expo
	3:45 PM	4:15 PM	Nevada 1-2-3-4-5	Workshop Sessions 10
	3:45 PM	4:15 PM	Tahoe Room	Workshop Sessions 10
	3:45 PM	4:15 PM	Nevada Room	Workshop Sessions 10
	3:45 PM	4:15 PM	Carson 3-4	Workshop Sessions 10
	3:45 PM	4:15 PM	Silver State 2-3	Workshop Sessions 10
	3:45 PM	4:15 PM	Crystal Ballroom	Workshop Sessions 10
	3:45 PM	4:15 PM	Reno Ballroom	Special Workshop
	6:15 PM	7:15 PM	Summit Pavilion	Dinner
	7:30 PM	9:45 PM	Silver State 1	3rd General Session
	10:00 PM	11:30 PM	Tahoe Room	Ice Cream Social
	10:00 PM	11:30 PM	Reno Ballroom	Misc Other Activities
	10:00 PM	11:30 PM	Carson 3-4	Karaoke
	10:00 PM	11:30 PM	Reno Ballroom	Alternate Activities
	10:00 PM	11:30 PM	Summit Pavilion	Governor's Ball

Client Initials: _____

GSR Initials: _____

Date	Start Time	End Time	Room	Description
Sunday 4/14/2024	4:30 AM	11:30 PM	SSPALL	Hold Space
	4:30 AM	11:30 PM	Grand Salon	Hold Space
	7:00 AM	7:30 AM	Tahoe Room	CNH Team Meeting
	7:00 AM	3:00 PM	Carson 1	Member Recognition Office
	7:00 AM	3:00 PM	CRD 1 & 2	Show Manager Office & SA Office
	7:00 AM	3:00 PM	CRD 3	Communication & Marketing Office
	7:00 AM	5:00 PM	SSOFF 1	Office/Storage
	7:00 AM	11:30 PM	SSOFF 2	Office/Storage
	8:00 AM	9:00 AM	Summit Pavilion	Continental Breakfast
	9:00 AM	11:00 AM	Silver State 1	4th General Session
	10:00 AM	4:00 PM	Board Room	CNH Foundation Orientation

Specific-meeting rooms cannot be guaranteed and are subject to change.

*Please note that the Start and End times may represent what the Grand Sierra Resort and Casino Automated Space Program recognizes as a 24 hour hold (4:30a.m Pacific Time –11:30p.m. Pacific Time)

Client Initials: _____

GSR Initials: _____

ATTACHMENT B
REQUEST FOR BILLING INFORMATION

Thursday, December 17, 2020

Group Name: Kiwanis International Cal-Nev-HI District

Group Res:

Group Dates: Thursday, April 11, 2024 - , April 15, 2024

Kiwanis International Cal-Nev-HI District

8360 Red Oak Street, Suite 201

Rancho Cucamonga, CA 91730-0608

Attention: Tim Cunning

In establishing an account for your function at the Grand Sierra Resort we require the following information:

1). A) What charges are being billed to your master account?

*Specified Guests' Room/Tax/Resort Fee/Tourism Fee Only _____ Credit Card to Guarantee _____

*Specified Guests' All Charges _____ 1/per rooms _____

*All Guests' Room/Tax/Resort Fee/Tourism Fee Only _____

*All Guests' All Charges _____

*All Guests Pay All Own Charges _____

***If you intend to pay room and tax or all charges for your attendees, please provide a rooming list with specified instructions.**

B) Will Housekeeping Gratuity be charged to: Individual Pay _____ OR Master Account _____

2). What additional charges will be billed to your master account?

Audio Visual _____ Room Service _____ Business Center _____

Catering _____ Meeting Room _____ Restaurant _____

Telephone Equipment _____ Internet Connection _____

Bowling/Grand Adventure Land/Other _____

3). Who will be the authorized signer/signers on property during the convention/meeting?

(Please print name/names only. Signatures are not required.)

4). Please fax a clear copy of the front and back of the credit card with SIGNATURE of card holder to GSR Accounts Receivable Department at 775-789-2012. Please print the credit card number and expiration date for clarification. Please also sign on the line below. Your signature serves as an authorization for card use by GSR.

Card # _____ Expiration _____

Signature _____

Deposit of \$ _____ Payment of \$ _____ Authorization to charge remaining balance Yes _____

**CREDIT CARD WILL BE CHARGED PRIOR TO YOUR MEETING/EVENT/ARRIVAL
FOR ESTIMATED CHARGES**

5). Please provide an e-mail address the Grand Sierra Resort Accounts Receivable Department can send a copy of your bill to:

Attention: _____

E-mail: _____

PLEASE NOTE: Only our Accounts Receivable Department can accept this form via fax.

Client Initials: _____ **Return via fax at (775)789-2012.**

GSR Initials: _____



SHERATON

Kona Resort & Spa
at Keauhou Bay

Agreement between **Kona Surf Partners, LLC dba Sheraton Kona Resort & Spa at Keauhou Bay** and **California-Nevada-Hawaii District of KIWANIS INTERNATIONAL**

Customer

California-Nevada-Hawaii District of
KIWANIS INTERNATIONAL
Mark McDonald
Executive Director
8360 Red Oak Street, Suite 201
Rancho Cucamonga, CA 91730

Phone: (909) 989-1500 ext103
Fax : (909) 989-7779
Email : mark@cnhkiwanis.org

Property

Sheraton Kona Resort & Spa at Keauhou Bay

Sara LeBrun-Scott
Director of Sales and Marketing
78-128 Ehukai St
Kailua Kona, HI, 96740

Phone: 8089304974
Fax : 8089304870
Email : sara.lebrun-scott@sheraton.com

RE: Kiwanis CAL-NEV-HA District Convention 2024

This Agreement between California-Nevada-Hawaii District of KIWANIS INTERNATIONAL (“**Customer**”) and Kona Surf Partners, LLC dba Sheraton Kona Resort & Spa at Keauhou Bay (“**Hotel**”) is effective as of the date it is signed by Hotel (“**Agreement Date**”).

Event Dates: Monday, 8/5/2024 - Monday, 8/12/2024

Guest Rooms: This Agreement applies to the following block of guest rooms (the “**Room Block**”):

	Mon 8/5/24	Tue 8/6/24	Wed 8/7/24	Thu 8/8/24	Fri 8/9/24	Sat 8/10/24	Sun 8/11/24	Total
Mountain View	0	4	10	100	125	85	4	328
Partial Ocean	0	0	5	50	65	45	0	165
Ocean View	0	0	5	15	25	10	0	55
Ocean Front	1	1	5	10	10	10	1	38
Attendees Room Block Total	1	5	25	175	225	150	5	586

Total Guest Room Night Commitment: Customer’s total guest room night commitment is 586.

Cut-off Date: Reservations by attendees must be received on or before 5:00 p.m. local time at Hotel on July 15, 2024 (the “Cut-off Date”). At the Cut-off 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 Customer’s group rate after this date.

Guest Room Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the “**Rates**”):

Rooms	Single Rate	Double Rate	Triple Rate	Quad Rate
Mountain View	\$229.00	\$229.00	\$299.00	\$369.00
Partial Ocean View	\$249.00	\$249.00	\$319.00	\$389.00
Ocean View	\$269.00	\$269.00	\$339.00	\$409.00
Ocean Front	\$289.00	\$289.00	\$359.00	\$429.00

Rates do not include current applicable state and local taxes, or the following automatic or mandatory charges (e.g., resort charges). No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated. Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

All rates quoted are for single, double, triple or quad occupancy. Our current rate for a third person in the room is \$70.00, plus tax per night. Children 18 years of age and younger are free of charge when sharing the same room as parent(s), maximum of 4 persons to a room. Additional person(s) charge subject to change.

Commission: The group room rates listed above are net non-commissionable. Customer will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

Resort Charge: The resort charge has been waived for this group (regularly \$30.00). The resort charge includes the following benefits: Unlimited Local and 1-800 calls, 30 minutes of long distance telephone calls per day, Complimentary Use of Keauhou to Kona Trolley, access to Guided Cultural and Historical Tours, Hula lessons, and Lei Making classes per the Daily Schedule of Events. The resort charge inclusions may be subject to change.

Porterage: Arrivals and departure are scattered and on own. Should the group change to arrive and depart by organized transportation such as a motor coach or a group shuttle services, a mandatory porterage charge of \$5.00 in / \$5.00 out per person (plus all applicable taxes) will be assessed for Group arrivals or departures to/from hotel's facility, at the time of check-in or departure, requiring luggage handling or requiring any form of transportation. The mandatory porterage charge is paid in its entirety to employees providing the porterage services.

Individual Call-In: Individual attendees may make reservations by calling toll free 1-844-235-6796 and asking for the California-Nevada-Hawaii District of KIWANIS INTERNATIONAL. A credit card will be required to hold each individual's reservation. The credit card shall serve to confirm the reservation for the date(s) indicated.

Individual Room Cancellation Policy/ No Show Policy: There will be a one (1) night charge for any reservation canceled within 72 hours of your arrival date. Individuals with guaranteed reservations who fail to arrive (no show) on the confirmed date will be charged for the entire stay.

Group Reservation Website: Hotel will create a free customized website for Group's events or meeting. This customized website will allow attendees to book their hotel reservations online, and may also include personalized information about the event or meeting, including Content, links to Group's website, and dining, entertainment, and city information. This website will also allow you to access group reports which show the number of individuals that have booked guest rooms using the website. The website's unique URL will be distributed to Mark McDonald, or to such other person designated by Group, for distribution to members and other attendees.

Early Departure Fee: Customer acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – a fee equal to One Night as compensation for the harm caused to the Hotel by unscheduled early departures (an "Early Departure Fee"). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee's scheduled departure date, without having notified the Hotel by 12:00 midnight the day after check-in of the change in scheduled departure. To the extent that Early Departure Fees are collected from the Customer attendees on a date as to which the Customer incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees actually collected – up to the amount of the attrition payment attributable to that date – will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel's control), The Customer agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee's rooms reservation.

Smoke Free Policy: Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$250.00 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

Function Space/Schedule of Events:

This Agreement applies to the following events and function space:

Date	Function Description	Start Time	End Time	Function Space	Set Up	# PPL
7-Aug-2024	Storage	12:00 AM	11:59 PM	Kaleiopapa Production Room	Storage	
7-Aug-2024	Set Up	12:00 AM	11:59 PM	Kaleiopapa Convention Center	Special	

7-Aug-2024	Set Up	12:00 AM	11:59 PM	Keauhou Ballroom	Special	
7-Aug-2024	Set Up	12:00 AM	11:59 PM	Bayview Rooms - Hualalai/MLoa/MKea	Special	
7-Aug-2024	Set Up	6:00 AM	11:59 PM	Kaleiopapa Convention Center Foyer	Special	
7-Aug-2024	Office	6:00 AM	11:59 PM	Planning Office	Exhibits	
7-Aug-2024	In-house Meeting	10:00 AM	11:30 AM	Hualalai	Hollow Square	24
8-Aug-2024	Set Up	12:00 AM	11:59 PM	Kaleiopapa Convention Center	Special	
8-Aug-2024	Set Up	12:00 AM	11:59 PM	Keauhou Ballroom	Special	
8-Aug-2024	Set Up	12:00 AM	11:59 PM	Bayview Rooms - Hualalai/MLoa/MKea	Special	
8-Aug-2024	Set Up	7:00 AM	6:00 PM	Kaleiopapa Convention Center Foyer	Exhibits	25
8-Aug-2024	Office	8:00 AM	11:00 PM	Planning Office	Exhibits	
8-Aug-2024	Meeting	1:00 PM	2:00 PM	Bayview II - MaunaLoa/MaunaKea	Hollow Square	20
8-Aug-2024	Meeting	2:00 PM	5:00 PM	Bayview II - MaunaLoa/MaunaKea	Hollow Square	20
8-Aug-2024	Coffee Break	2:00 PM	5:00 PM	Bayview II - MaunaLoa/MaunaKea	Exhibits	20
8-Aug-2024	Meeting	4:00 PM	5:00 PM	Bayview II - MaunaLoa/MaunaKea	Special	76
8-Aug-2024	Reception	2:30 PM	4:30 PM	Hualalai	Special	16
8-Aug-2024	Cocktail Reception	5:30 PM	9:00 PM	Paakai Point	Special	71
8-Aug-2024	Dinner	6:00 PM	9:00 PM	Paakai Point	Rounds of 10	71
9-Aug-2024	Set Up	12:00 AM	11:59 PM	Kaleiopapa Convention Center	Special	
9-Aug-2024	General Session	8:00 AM	8:50 AM	Kaleiopapa Convention Center	Rounds of 10	450
9-Aug-2024	Lunch	12:00 PM	1:30 PM	Kaleiopapa Convention Center	Rounds of 10	165
9-Aug-2024	General Session	4:00 PM	5:00 PM	Kaleiopapa Convention Center	Special	450
9-Aug-2024	Set Up	12:00 AM	11:59 PM	Keauhou Ballroom	Special	
9-Aug-2024	Set Up	12:00 AM	11:59 PM	Bayview Rooms - Hualalai/MLoa/MKea	Special	
9-Aug-2024	Office	6:00 AM	11:59 PM	Planning Office	Exhibits	

9-Aug-2024	Breakfast	7:00 AM	7:50 AM	Mauna Kea	Rounds of 10	45
9-Aug-2024	Registration	8:00 AM	5:00 PM	Kaleiopapa Convention Center Foyer	Exhibits	
9-Aug-2024	Changing Room	8:00 AM	5:00 PM	Kaleiopapa Boardroom	Exhibits	
9-Aug-2024	Meeting	8:30 AM	1:00 PM	On Property	Special	21
9-Aug-2024	Breakout	9:00 AM	11:50 AM	Keauhou III	Theatre	100
9-Aug-2024	Breakout	9:00 AM	11:50 AM	Mauna Loa	Theatre	60
9-Aug-2024	Breakout	9:00 AM	11:50 AM	Hualalai	Theatre	60
9-Aug-2024	Breakout	9:00 AM	11:50 AM	Mauna Kea	Rounds of 10	50
9-Aug-2024	Breakout	9:00 AM	11:50 AM	Keauhou IV	Theatre	100
9-Aug-2024	Breakout	1:45 PM	3:45 PM	Mauna Kea	Rounds of 10	50
9-Aug-2024	Breakout	1:45 PM	3:45 PM	Mauna Loa	Theatre	60
9-Aug-2024	Breakout	1:45 PM	3:45 PM	Hualalai	Theatre	60
9-Aug-2024	Breakout	1:45 PM	3:45 PM	Keauhou III	Theatre	100
9-Aug-2024	Breakout	1:45 PM	3:45 PM	Keauhou IV	Theatre	100
10-Aug-2024	Set Up	12:00 AM	11:59 PM	Kaleiopapa Convention Center	Special	
10-Aug-2024	Breakfast	7:00 AM	8:00 AM	Kaleiopapa Convention Center	Special	135
10-Aug-2024	Lunch	12:00 PM	1:30 PM	Kaleiopapa Convention Center	Special	226
10-Aug-2024	General Session	2:30 PM	4:30 PM	Kaleiopapa Convention Center	Special	450
10-Aug-2024	Cocktail Reception	6:00 PM	7:00 PM	Kaleiopapa Convention Center	Cocktail Rounds	252
10-Aug-2024	Dinner	7:00 PM	9:30 PM	Kaleiopapa Convention Center	Rounds of 10	252
10-Aug-2024	Set Up	12:00 AM	11:59 PM	Keauhou Ballroom	Special	
10-Aug-2024	Set Up	12:00 AM	11:59 PM	Bayview Rooms - Hualalai/MLoa/MKea	Special	
10-Aug-2024	Office	6:00 AM	11:59 PM	Planning Office	Exhibits	
10-Aug-2024	Registration	8:00 AM	12:00 PM	Kaleiopapa Convention Center Foyer	Exhibits	

10-Aug-2024	Changing Room	8:00 AM	5:00 PM	Kaleiopapa Boardroom	Exhibits	
10-Aug-2024	Breakout	8:15 AM	11:45 AM	Mauna Loa	Theatre	60
10-Aug-2024	Breakout	8:15 AM	11:45 AM	Hualalai	Theatre	60
10-Aug-2024	Breakout	8:15 AM	11:45 AM	Keauhou IV	Theatre	100
10-Aug-2024	Breakout	8:15 AM	11:45 AM	Keauhou III	Theatre	100
10-Aug-2024	Breakout	8:15 AM	11:45 AM	Mauna Kea	Rounds of 10	50
11-Aug-2024	Set Up	12:00 AM	11:59 PM	Kaleiopapa Convention Center	Special	
11-Aug-2024	Set Up	12:00 AM	11:59 PM	Keauhou Ballroom	Special	
11-Aug-2024	Set Up	12:00 AM	11:59 PM	Bayview Rooms - Hualalai/MLoa/MKea	Special	
11-Aug-2024	Office	6:00 AM	11:59 PM	Planning Office	Exhibits	10
11-Aug-2024	Breakfast	7:00 AM	8:00 AM	Mauna Kea	Special	45

Function Space Rental Fee: The function space rental charge will be complimentary upon meeting a food and beverage minimum of \$50,000.00++ based upon the above schedule of events. In the event there is a food and beverage shortage and customer pays the 35% attrition fee (see Food & Beverage Attrition for full terms) such space rental charge will remain complimentary. A one-time set up fee of \$500.00++ will apply. Rates do not include applicable state and local taxes, currently 4.712%. A service charge, currently 23% of the Room Rental fee (plus all applicable taxes) will be added to the Room Rental fee.

Assignment of Function Space: Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

Outdoor Complex Set-Up Charges: All outdoor functions are subject to set-up charges (plus all applicable taxes) that cover Hotel's costs associated with cleaning, set-up and overall maintenance of the outdoor area, and are not tips, gratuities, or service charges for employees.

Banquet Event Orders: Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 23% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 16% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (<i># of room nights in Room Block x average Rate</i>):	\$134,194.00
Minimum Food & Beverage Revenue (<i>based on committed food & beverage minimum</i>):	\$50,000.00
Estimated Other Revenue:	\$500.00

Total Minimum Revenue:	\$184,694.00
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If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Hotel is relying upon customer's use of the Room Night Commitment. Customer agrees that a loss will be incurred by Hotel if Customer's actual usage is less than 80% on a nightly basis of the Room Night Commitment.

If Customer's actual usage is less than 80% on a nightly basis of the Room Night Commitment, Customer agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Customer's actual usage, multiplied by the average group room rate on a nightly basis, plus applicable taxes. Rooms actualized outside of the Room Night Commitment will not be counted in the attrition calculation.

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, 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.

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, 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 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 will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this Agreement and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment be due, plus applicable taxes.

Payment Options: Payment will be made as indicated below. *Please check applicable option.*

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):		X
Incidental charges:		X

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

Deposit Schedule: Customer will pay deposits to Hotel as follows:

Type	Due Date	Amount
1st Deposit	At Signing	\$5,000.00
2 nd Deposit	January 5, 2024	50% of Estimated Total
Final Deposit	August 5, 2024	Estimated Remaining Master Balance

Payment: Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. If initial deposit is paid by credit card, such credit card will be charged per deposit schedule above. Customer may make alternate arrangements for deposit payment by contacting their service manager at least one week prior to deposit due date. Customer will advise Hotel of its expected method of payment of the Master Account at least 60 days in advance of the group arrival date. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than August 25, 2024, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before the group arrival date.

Concessions: Hotel will provide the following concessions if at least 80% of the Minimum Guest Room Revenue is received.

Concession
The Resort Charge will be waived (regularly \$30) plus tax, currently 4.712%, with full access to all inclusions and benefits.
Complimentary function space rental fee upon meeting Food & Beverage revenue of \$50,000.00++ (35% if any shortages occur, see Food & Beverage Attrition for full terms). A one-time setup fee of \$500++ will apply.
One (1) complimentary upgrade to the Presidential Suite at the group Mountain View rate of \$229 Wednesday-Sunday, during contracted group dates, additional Presidential Suite nights will be at a reduced rate of \$649, based on availability
Four (4) complimentary upgrades to Ohana Suites at the group Mountain View rate of \$229 Wednesday-Sunday, during contracted group dates, additional Ohana Suites or nights will be at a reduced rate of \$499, based on availability
One (1) complimentary room night for every paid 40 guest room nights (on a cumulative basis) booked.
Five (5) run of house Staff rooms at the discounted rate of \$189 Wednesday-Sunday, during contracted group dates.
One (1) Staff room in Ocean Front category at the discounted rate of \$159 Monday-Monday, during contracted group dates.
Fifteen (15) upgrades to Ocean Front rooms for group VIPs, during contracted group dates.
Fifteen percent (15%) off 2024 AV prices.
Personalized Web site to manage your meeting and event details, including your logos and images, welcome messaging and any related links that may be useful to your delegates. Your page will have a unique URL which you can send to attendees or post within your own web site.
Waived corkage fees will apply in guestrooms and/or Suites. Corkage fees in Meeting Rooms and Public spaces are \$35++/per bottle.
Group rate honored 3 days pre and 3 days post contracted dates, based upon availability at the time of request (does not include Suite upgrades, see above for reduced rates)
Eight (8) complimentary room nights, based on availability at time of request, to be used for pre-planning purposes, site inspection, or planning site, within one year or programs operation. Additional site nights will be available at a special rate of \$189.00, plus current taxes and fees, based on availability
Self-parking will be at a reduced rate of \$5 + tax and Valet will be \$12 + tax per vehicle/per day for all conference attendees (in-house and local)
Twenty percent (20%) off current Haleo Luau pricing
Ten percent (10%) off current banquet menus at time of food selection

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean-up costs.

Unattended Items/Additional Security (Liability for unattended items): The Hotel cannot insure 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 Customer 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.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to the group arrival date, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to the group arrival date.

Rigging Services: If Customer requires rigging services, rigging equipment or the use of rigging points, it will be required to use the Hotel's exclusive rigging services provider.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to the group arrival date. A handling and storage fee of \$25.00 per box/item (plus all applicable dates) will be assessed. The mandatory handling and storage fee is retained by the Hotel and is not a tip, gratuity, or service charge for employees providing the handling services. Hotel will not be responsible for any loss or damage to materials sent to Hotel prior to the group arrival date.

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, 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, either in one country or multiple; 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 (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 7 days before the Group arrival date. Upon Hotel receipt of the Group 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) within a period of twelve months or adjusting the Agreements 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.

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.

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 Customer 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 Customer, 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.

Change of Management: California-Nevada-Hawaii District of KIWANIS INTERNATIONAL may terminate this Agreement in the event the Hotel is no longer managed as a Marriott International, Inc. Hotel.

Renovation: Hotel will promptly notify California-Nevada-Hawaii District of KIWANIS INTERNATIONAL of any significant construction or remodeling to be performed in Hotel during the Event. Hotel will endeavor to keep such activity from distracting or interfering with the use of meeting rooms or other facilities to be used during the Event. If it is reasonably anticipated that there will be a significant interference, Hotel will arrange comparable meeting and guest room facilities at a nearby Hotel.

Dispute Resolution: The parties will resolve any controversy, claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator in Hawaii conducted under the rules of the Dispute Preventions & Resolutions, Inc., then in effect. The parties further agree that the Award of the Arbitrator is binding upon the parties and that judgement on the Award rendered by the Arbitrator may be entered in any court of competent jurisdiction. In the event of arbitration or litigation arising from or associated with this Agreement or the enforcement of any arbitration award, the parties agree that the prevailing party will recover attorney's fees and costs including expert witness and arbitration fees and pre and post judgement interest and that the provisions of HRS §607-14 (Hawaii Revised Statutes Division 4. Courts and Judicial Proceedings § 607-14) or any other provisions to the contrary will not govern. Each party will be responsible for attorney's fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Liquor License: Customer 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 under age.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

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.

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.

Customer 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 Customer 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 Mark W McDonald
Marriott Bonvoy Membership Number 007132921

*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.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

ACCEPTED AND AGREED TO:

California-Nevada-Hawaii
District of KIWANIS INTERNATIONAL

Sheraton Kona Resort & Spa at Keauhou Bay

By _____
Mark McDonald
Executive Director

By _____
Sara LeBrun-Scott
Director of Sales and Marketing

Date _____

Date _____



Kiwanis[®]
CALIFORNIA-NEVADA-HAWAII DISTRICT

www.cnhkiwanis.org

2019-2020 Expense Voucher

Steve Roberts , Lt. Governor, Div. 15

Submitted past deadline

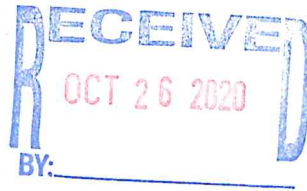
Requesting reimbursement for mileage while conducting Official Club and Board Visits.

\$152.88 – Official Club Visits

\$95.68 – Official Board Visits

\$248.56 - Total

October 26, 2020



To whom it may concern,

I started my 3rd time as Lt Gov. for Division 15 this past October. In November I was in divorce proceedings and I needed to take personal time and was not involved with Kiwanis unless it was an issue requiring my attention such as club visits and boards. In December I had decided that I was going to remove myself from the position but due to several very honest and caring members I decided to come back in January with a different Kiwanis outlook.

January went well and of course February and March came and it is what we live with today. I also had the unfortunate situation with my father who developed a cancer that was very progressive. I flew home the rest of the year at least twice a month to do what was needed and prepare for different possibilities. In July /August his condition became very serious and I needed to spend more time back in the Midwest. This past September my father and mother both came down with covid and my father's symptoms became worse with pneumonia. We were directed that the best living situation for him was hospice and at the same time I moved my mother into assisted living in hospice conditions.

On top of all this I was planning on being married to my high school and college sweetheart in 2021. My father and her were very close when we were young and even though she and I had not seen each other in over 40 years until recently my father wanted to hold on till that day but that was not in the plans. We were told early on my father had 2 to 3 months and by the end of his first week that had changed to 2 to 3 days. So, on the direction of my future wife and with the gracious understanding of the hospice facility we moved the ceremony up to Sept 26th, outside my father room. The nurses moved his bed to the window so he could be a part of this day. My mother was also able to attend and was set up to be in my fathers' room as well. The ceremony was small but perfect. My father passed away the next day. On a side note – my father was a Kiwanian for over 50 years. His father (grandfather) was a Kiwanian for over 45 years and my great grandfather was a Kiwanian for over 20 years.

Personally, Kiwanis has not been a top concern for me where it should have been this year. I was not able to attend all of the events and fundraisers like I had in the past during my other two times as Lt. Gov. but of course no one was able to. This past year my attention was directed to my family. I doubled down to make sure the reports were in the district office in time: I faxed and dropped copies off myself. I found a fax copy with a date of one of my reports which is included.

That's it. If you have any questions let me know.

Steve Roberts
909.660.0951
91sroberts@gmail.com

Kiwanis

California-Nevada-Hawaii District

RECEIVED
OCT 26 2020
BY: _____

EXPENSE REPORT & REQUEST FOR REIMBURSEMENT SUBMITTED TO TREASURER FOR LIEUTENANT GOVERNORS

California-Nevada-Hawaii District of KIWANIS INTERNATIONAL

Expenses must be claimed no later than 90 days of date occurred and before listed deadline

Name: STEVE ROBERTS Division No. 15
Phone #: 660-0951 E-mail: 91shoberts@gmail.com
Current date: 04.10.20 Period Covered: 10.1.19 to 4.10.20

OFFICIAL CLUB VISITS: FINAL DEADLINE FOR SUBMISSION JUNE 15TH
Auto mileage within Division: 294 miles @ \$ 0.520 \$ 152.88
(Detail or mileage worksheet must be attached for approval)

OFFICIAL BOARD VISITS: FINAL DEADLINE FOR SUBMISSION AUGUST 31ST
Auto mileage within Division: 100 miles @ \$ 0.520 \$ -
(Detail or mileage worksheet must be attached for approval)
Overnight Lodging within Division: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

MID-YEAR CONFERENCE: SUBMIT FOR REIMBURSEMENT NO LATER THAN 90 DAYS AFTER EVENT
(may not exceed budget amounts)
Auto mileage: _____ miles @ \$ 0.520 \$ 0
Other Transportation: _____
Mid-Year Conference Hotel: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

DISTRICT CONVENTION: FINAL SUBMISSION DEADLINE SEPT 30TH
(may not exceed budget amounts)
Auto mileage: _____ miles @ \$ 0.520 \$ 0
Other Transportation: _____
District Convention Hotel: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

OFFICE EXPENSE: (may not exceed budget amounts)
Description of expense: _____ \$ 0

INTERNATIONAL CONVENTION Hotel: FINAL SUBMISSION DEADLINE SEPT 30TH
(may not exceed budget amounts)
Int'l Convention Hotel: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

TOTAL FROM DISTRICT'S LT. GOVERNOR BUDGET \$ 0

INTERNATIONAL CONVENTION TRAVEL: FINAL SUBMISSION DEADLINE SEPT 30TH
(may not exceed budget amounts)
Auto mileage: _____ miles @ \$ 0.520 \$ 0
Airfare/Transportation: _____ (per current year policy) \$ 0

TOTAL INTERNATIONAL CONVENTION TRAVEL \$ 0

TOTAL DEMAND FOR THIS EXPENSE VOUCHER \$ 152.88

I certify the expenses on this voucher are actual and the receipts attached are accurate.

Signature X Steve Roberts
Mail reimbursement to: 8264 IVY SPRINGS CT.
EASTVALE (Street Address) CA 92880 Account # _____
(City) (State) (Zip + 4)

Late

-RECEIPTS & MILEAGE SUPPORTING STATEMENT MUST BE ATTACHED FOR APPROVAL-

Please note: Mail this form with copies of all receipts attached to District Treasurer Peter Horton

Cal-Nev-Ha District of Kiwanis
8380 Red Oak Street, Suite 201
Rancho Cucamonga, CA 91730
B) 909-736-1704

Mr. Steven Roberts
8264 Ivy Springs Ct.
Eastvale, CA 92880

Kiwanis

California-Nevada-Hawaii District

Cal-Nev-Ha District of Kiwanis International Mileage Supporting Statement

Office:

Date	Destination/Club	Purpose	Mileage Beginning	Mileage Ending	Total Mileage
1					
2	RIVERSIDE	OFFICIAL CLUB ✓	347100	347146	46
3	CHINO HILLS	"	347646	347678	32
4	NORCO	"	347778	347814	36
5	UPLAND FOOTHILL	"	348414	348444	-
6	ONTARIO MONT.	"	348544	348550	6
7	EASTVALE	"	348950	348980	30
8	POMONA	"	349060	349078	18
9	CHINO	"	349438	349456	18
10	CLAREMONT	"	349496	349508	12
11	CORONA C.C.	"	350108	350152	44
12	ONTARIO PKY.	"	350172	350178	6
13	LPTOWN RIVERSIDE	"	350378	350424	46
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24	STEVE ROBERTS				
25	DAY 15				
Total Mileage Claimed On This Voucher:					0294

Kiwanis

California-Nevada-Hawaii District

RECEIVED
OCT 26 2020
BY: _____

EXPENSE REPORT & REQUEST FOR REIMBURSEMENT SUBMITTED TO TREASURER FOR LIEUTENANT GOVERNORS

Expenses must be claimed no later than 90 days of date occurred and before listed deadline

California-Nevada-Hawaii District of KIWANIS INTERNATIONAL

Name: STEVE ROBERTS Division No. 15
Phone #: 660.0951 E-mail: stroboberts@gmail.com
Current date: 6.1.20 Period Covered: 10.1.19 to 5.30.2020

OFFICIAL CLUB VISITS: FINAL DEADLINE FOR SUBMISSION JUNE 15TH
Auto mileage within Division: _____ miles @ \$ 0.520 \$ _____
(Detail or mileage worksheet must be attached for approval)

OFFICIAL BOARD VISITS: FINAL DEADLINE FOR SUBMISSION AUGUST 31st
Auto mileage within Division: 294 miles @ 184 \$ 0.520 \$ 95.68
(Detail or mileage worksheet must be attached for approval)
Overnight Lodging within Division: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

MID-YEAR CONFERENCE: SUBMIT FOR REIMBURSEMENT NO LATER THAN 90 DAYS AFTER EVENT (may not exceed budget amounts)
Auto mileage: _____ miles @ \$ 0.520 \$ 0
Other Transportation: _____ \$ _____
Mid-Year Conference Hotel: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

DISTRICT CONVENTION: FINAL SUBMISSION DEADLINE SEPT 30TH (may not exceed budget amounts)
Auto mileage: _____ miles @ \$ 0.520 \$ 0
Other Transportation: _____ \$ _____
District Convention Hotel: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

OFFICE EXPENSE: (may not exceed budget amounts)
Description of expense: _____

INTERNATIONAL CONVENTION Hotel: FINAL SUBMISSION DEADLINE SEPT 30TH (may not exceed budget amounts)
Int'l Convention Hotel: _____ nights @ \$ 75.00 /night \$ 0
(May not exceed current year Hotel rate of \$75.00)

TOTAL FROM DISTRICT'S LT. GOVERNOR BUDGET \$ 0

INTERNATIONAL CONVENTION TRAVEL: FINAL SUBMISSION DEADLINE SEPT 30TH (may not exceed budget amounts)
Auto mileage: _____ miles @ \$ 0.520 \$ 0
Airfare/Transportation: _____ (per current year policy) \$ _____

TOTAL INTERNATIONAL CONVENTION TRAVEL \$ _____

TOTAL DEMAND FOR THIS EXPENSE VOUCHER \$ 95.68

I certify the expenses on this voucher are actual and the receipts attached are accurate.

Signature X Steve Roberts
Mail reimbursement to: 8264 IVY SPRINGS COURT
EASTVALE (City) CA (State) 92880 (Zip + 4) Account # _____

RECEIPTS & MILEAGE SUPPORTING STATEMENT MUST BE ATTACHED FOR APPROVAL-

Please note: Mail this form with copies of all receipts attached to District Treasurer Pete Horton

Cal-Nev-Ha District of Kiwanis
8280 Red Oak Street, Suite 207
Rancho Cucamonga, CA 91730
E) 909-736-1704

Mr. Steven Roberts
8264 Ivy Springs Ct.
Eastvale, CA 92880

hite

Kiwanis

California-Nevada-Hawaii District

Cal-Nev-Ha District of Kiwanis International Mileage Supporting Statement

Office: _____

Date	Destination/Club	Purpose	Mileage Beginning	Mileage Ending	Total Mileage
1					
2 12.11.19	RIVERSIDE 00287	BOARD VISIT	347900	347946	46
3 12.19.19	ONTARIO MONT 01229	"	348000	348006	6
4 01.07.20	UPTOURN RIV. 04566	"	348300	348346	46
5 01.14.20	POMONA 00203	"	348500	348518	18
6 01.20.20	EASTVALE 18087	"	348900	348930	30
7 01.22.20	ONTARIO PKY 05802	"	348930	348936	6
8 02.18.20	CHINO HILLS 13855	"	349200	349237	37
9 04.15.20	CHINO 05356	(Z)	350900	350918	18
10 04.23.20	CORONA C.C. 10441	(Z)	351200	351244	44
11 04.28.20	CAREMONT 01231	(Z)	351400	351417	17
12 05.06.20	UPLAND FOOT. 06068	(Z)	351700	351730	30
13 05.08.20	NORCO 13727	(Z)	351800	351836	36
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24	STEVE ROBERTS				
25	DM 15				

zoom
mtgs

184

Total Mileage Claimed On This Voucher: 0 ~~294~~