



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

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Property

Sheraton Kona Resort & Spa at Keauhou Bay

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

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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 Total Cumulative Rooms Commitment. Customer agrees that a loss will be incurred by Hotel if Customer's actual usage is less than 80% on a cumulative basis of the Total Room Commitment.

If Customer's actual usage is less than 80% on a cumulative basis of the Total Room Commitment, Customer agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Total Room 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 Total Room 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	\$2,500.00
Final Payment	30 days of Customer's receipt of invoice from Hotel	Estimated Remaining Master Balance

Payment: Customer has been approved for direct billing, 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, Customer has been approved for Direct Deposit. 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 _____