



**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](mailto:tim@cnhkiwanis.org)

MARRIOTT BONVOY RECEIPT: Tim Cunning - 812 594 034

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
<b>TOTAL</b>		<b>1279</b>	<b>90</b>	<b>6</b>	<b>6</b>	<b>9</b>	<b>1390</b>

**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.

## **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 total 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, 40% of the difference (shortfall) 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.

<b>Date of Cancellation</b>	<b>Total Amount of Liquidated Damages Due</b>
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 Tim Cunning  
Marriott Bonvoy Membership Number 812 594 034

\*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)    Mark McDonald  
Title: (Print)    Executive Director  
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: \_\_\_\_\_