



2021-2022 Finance Committee Meeting

Thursday, March 17, 2022
4:00 p.m.

Agenda

1. Call to Order Pete Edwards, Chairman
2. Review and recommend approval of Comfort Suites contract for 2023 Key Club Convention Timothy Cuning
3. Review and recommend approval of Quality Inn contract for 2023 Key Club Convention Timothy Cuning
4. Review and recommend approval of Best Western contract for 2023 Key Club Convention Timothy Cuning
5. Review and recommend approval of DoubleTree contract for 2023 Key Club Convention Timothy Cuning
6. Review and recommend approval of Holiday Inn contract for 2023 Key Club Convention Timothy Cuning
7. Review and recommend approval of Residence Inn contract for 2023 Key Club Convention Timothy Cuning
8. Review and recommend approval of Sheraton contract for 2023 Key Club Convention Timothy Cuning
9. Adjournment Pete Edwards, Chairman

Group Contract as of 3/8/22

Cal-Nev-Ha District of Kiwanis International Comfort Suites Ontario Airport Convention Center



1811 East Holt Boulevard
Ontario, CA 91761
909.605.0700
909.605.0779
GM.CAA15@choicehotels.com

Contract Information

Group Name: Cal-Nev-Ha District of Kiwanis International Group Account: 4322629
Arrival Date: Wednesday, April 19, 2023
Departure Date: Sunday, April 23, 2023
Fixed Cut Off Date: Monday, March 20, 2023
Company Name: Group Contact: McDonald, Mark
Address: 8360 Red Oak St. Suite 201 Email: mark@cnhkiwanis.org
Rancho Cucamonga, CA 91730 Telephone: (909) 736-1703

Room Details

Room Block

	<u>WED</u>	<u>THU</u>	<u>FRI</u>	<u>SAT</u>
	4/19/23	4/20/23	4/21/23	4/22/23
SNK - 1 King Bed, No Smoking, Suite	14	14	14	14

Group Rates

<u>Room Type</u>	<u>Date</u>	<u>Single</u>	<u>Double</u>	<u>Extra</u>	<u>Child</u>
SNK - 1 King Bed, No Smoking, Suite	4/19/23 - 4/22/23	149.00	149.00	10.00	0.00

Billing Information

Group Payment Type

GTD/Payment: GENERAL MANAGER

Guest Payment Type

GTD/Payment: GENERAL MANAGER

Charge Routing

Route Room/Tax charges to Group folio. Guests are responsible for Incidental charges.

Cal-Nev-Ha District of Kiwanis International

Contract Terms

Guarantee Policy

Your reservation has been placed on a Credit Card Only hold.

Cancellation Policy

Please cancel any group room reservations by 4 PM local hotel time, 3 days prior to arrival to avoid a cancellation penalty.

Cancellation Penalty Notes

Additional Information

\$10 rebate

Guest Signature

Date

[Handwritten Signature]

Hotel Representative

3-8-22

Date



Quality Inn Ontario Airport

514 N. Vineyard Avenue, Ontario, CA, US, 917641 Phone: (909) 937-2999 Fax: (909) 937-2978

HOTEL CONTRACT

Date: 03/08/2022

ORGANIZATION NAME: Cal-Nev-Ha District of Kiwanis International

ADDRESS: 8360 Red Oak Street, Suite 201, Rancho Cucamonga, CA

CONTACT: Mark W. McDonald

GROUP BLOCK:

Day	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Date				4/20/23	4/21/23	4/22/23	
Guestroom Block				30DD	30DD	30DD	
Guestroom Rate	\$	\$	\$	\$ 145	\$ 145	\$ 145	

Total Room Nights:
90

Check-in: 3:00PM

Check-out: 11:00PM

Room rate does not include applicable tax of 13.75%.

Promo Fee: \$10 rebate payable to Cal- Nev-Ha District of Kiwanis International.

Reservation Method: All reservations will be made directly through passkey with the GOCVB. The hotel will receive a rooming list on or before (04/03/2023)

Reservation Due Date: (04/03/2023), after which rooms not reserved will be returned to general inventory; group will remain responsible for such room nights per cancellation or attrition clause below.

Guest Room Charges: Individuals to pay own accounts at check-in and to present credit card at check-in to access ancillary services.

ATTRITION: Group must produce at least 80% of contracted sleeping room revenue. Any deficit will be billed to the group's master account as liquidated damages for underperformance, plus taxes and service charges.

CANCELLATION: In the event of a cancellation 0 to 30 days prior to arrival, liquidated damages in the amount of ninety percent of the sleeping room and banquet Food and Beverage revenue will be due, plus applicable taxes and service charges. In the event of a cancellation 31 or more days prior to arrival, liquidated damages in the amount of eighty percent of the sleeping room and banquet food and beverage revenue will be due, plus applicable taxes and service charges.

FORCE MAJEURE: No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, anyone of which make performance impossible. The Property shall have no liability for power disruptions of any kind.

MASTER ACCOUNT BILLING: If you choose to establish a master account, please see the attached credit card authorization form.

BILLING PROCEDURES AND DEPOSIT SCHEDULE: The following items shall be charged to the Master Account: attrition charges, meeting space rental charges (if any), cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. The undersigned and/or organization must provide hotel with a credit card to be kept on file, which will be used as a form of payment to cover any and all charges incurred during the meeting. Payment is due at check-in. Individual guest accounts are payable at check-in by debit or credit card.

PARKING

Complimentary parking

MISCELLANEOUS PROVISIONS: In the event of litigation, California law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of California courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written . This agreement may be amended only in writing, signed by a representative of Group and Hotels Sales manager.

ACCEPTANCE: This contract shall be deemed accepted only after it has been signed by a representative of the group by **(February 28, 2022)** and thereafter signed by a representative of the Property. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By: Kiwanis International
Authorized representative:

By: Quality Inn Ontario Airport

Signature of Authorized Signatory

Signature of Authorized Signatory

(Print name/Title)

(Print name/Title)

Date

Date



BEST WESTERN PLUS ONTARIO AIRPORT & CONVENTION CENTER GROUP CONTRACT

209 N. Vineyard Ave. Ontario, CA 91764

Tel: 909-635-1753 Fax: 909-635-1750 Email: BWPlusOntario@gmail.com

ORGANIZATION	Cal-Nev-Hi District of Kiwanis International	ARRIVAL	
CONTACT	Mark W. McDonald	DATE:	April 20, 2023
MEETING NAME	Kiwanis	TIME:	3:00PM
CONFIRMATION #		DEPARTURE	
ADDRESS	8360 Red Oak St. Suite 201	DATE:	April 23, 2023
	Rancho Cucamonga, Ca. 91730	TIME:	11:00AM
PHONE #	909-736-1703	EMAIL:	mark@cnhkiwanis.org
FAX #			

ROOMS	RATE	ROOM BREAKDOWN			
Single (King)		Room Type	4/20/23	4/21/23	4/22/23
Single or Double		QQ	54	53	53
Double (Two Queen)	54/53 Per Night Rate not to exceed \$145 +taxes				
Triple or Quad					
	(1) Comp room per every 40 rooms. \$10.00 Rebate per room				

MEAL REQUIREMENTS	
Complimentary Hot Breakfast	Complimentary Wi-Fi & Hi-Speed Internet
Complimentary 24-Hour Airport Shuttle	Complimentary Convention Center Shuttling
Complimentary Parking	



TERMS

To guarantee the group rates, 50% of quoted rooms must be met (attrition), the availability of the sleeping rooms and other terms of the contract, the following deadlines must be met or the rooms may be cancelled.

Sign contract and return:
Cut off Date: 3/15/2022

In the event the Group does not use the entire room block reserved by this contract as defined by the Total Sleeping rooms, Group agrees that Hotel will suffer damages which would be difficult to determine. Damages for lack of performance will be based on a minimum commitment of 50% of the Group's Total Sleeping room commitment. All reservations will be made through Passkey

I have read the above contract and the Hotel's Group Policies and Procedures and agree to the terms and conditions as stated.

Customer Signature	 Hotel Signature	Date : February 28, 2022 
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SLEEPING ROOMS ONLY AGREEMENT



DoubleTree by Hilton Ontario Airport
222 North Vineyard Avenue
Ontario, CA 91764

This **Sleeping Rooms Only Agreement** ("Agreement") is by and between **Cal-Nev-Hi District of Kiwanis International** ("Group") and **DT Ontario Hotel Partners** ("Owner") d/b/a **DoubleTree by Hilton Ontario Airport**, managed by **DT Management LLC** (the "Hotel").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Timothy Cunning	Name of "Event":	Annual Convention 2023
Title:	Director of Service Leadership Programs	Date(s) of Event:	April 20, 2023 - April 24, 2023
Company Name:	Cal-Nev-Hi District of Kiwanis International	Post to Reader Board As:	Cal-Nev-Hi District of Kiwanis International Annual Convention 2023
Address:	8360 Oak Street	Hotel Contact:	Karla Olmos
City, State, Zip:	Rancho Cucamonga, CA, 91730	Title:	Senior Sales Manager
Phone:	(909) 736-1705	Phone:	(909) 418-4856
Email:	karla.olmos@hilton.com	Email:	karla.olmos@hilton.com

Room Block and Rates: Hotel is pleased to confirm the following negotiated group room rates:

Room Type	Thursday 4/20/2023	Friday 4/21/2023	Saturday 4/22/2023	Sunday 4/23/2023	Double Rate
1 King Bed	5	50	50	0	\$149.00
2 Queen Beds	20	200	200	5	\$149.00
Parlor Suites	3	3	3	0	Complimentary
Presidential Suite	1	1	1	0	\$149.00
Staff Doubles Rooms	10	10	10	0	\$109.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 572

Group room rates as noted in the "Room Block" above are **net, non-commissionable** and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted sleeping room rates will be offered to Group's attendees, based on availability of contracted room type(s), **2 days before and 2 days after** the above Event dates.

Taxes: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the California sales tax rate is **7.75%**, and the hotel occupancy tax rate hotel occupancy tax rate is 11.75% occupancy tax, .25% California tourism assessment tax and 2% tourism tax. (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate the exemption.

Summary of Revenue Anticipated by Hotel from this Agreement: For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$82,687.00
"Total Anticipated Revenue":	\$82,687.00

Option Dates: These arrangements are being held on a **first option basis** until **March 14, 2022** (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given **72 hours**, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel, or to enable alternate dates to be researched and offered for Group's use. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by **March 14, 2022**, Hotel may, at Hotel's sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise Hotel's rates. No cancellation fee shall apply if Hotel releases this first option.

Additional Terms and Conditions: By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Sleeping Rooms Only Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <http://hiltondistribution.com/rooms-only-usa/addlterms.htm>.

Entire Agreement: This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties. If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP: Cal-Nev-Hi District of Kiwanis International

HOTEL:
DT Ontario Hotel Partners Lessee LLC, DBA DoubleTree by
Hilton Ontario Airport
Managed by DT Management LLC

By:

By:

Title:

Title:

Dated:

Dated:

STANDARD TERMS AND CONDITIONS

Method of Reservations: *Attendee* housing will be coordinated through **Greater Ontario Convention Center & Visitors Bureau** and requests for guest rooms by identified Event attendees will not be accepted by Hotel and attendees will be referred to **Greater Ontario Convention Center & Visitors Bureau** until after the Cut-Off Date. *Staff* housing will be rooming list.

Cut-Off Date: In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than **March 30, 2023**. This date will be known as the "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group, if Group pays for such rooms in full at that time. If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room, tax and incidental charges will be paid by individuals. These charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than **3** days in advance of arrival. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, 3 days in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

Check-In/Out Time: Currently, the Hotel's check-in time is **3:00 PM**, and check-out time is **12:00 PM** (subject to change without notice). All guests arriving before check-in time will be accommodated as rooms become available. The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee: If a guest who has requested a room within the Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (**currently, \$50.00**). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay.

Overnight Parking Fee: Currently, overnight parking is **\$15.00 per night**. For guests attending a meeting or utilizing our outlets, parking is complimentary. The hotel will honor a discounted overnight parking rate of **\$10.00 per night** for your group.

Complimentary Rooms: In consideration of Group's sleeping room revenue commitment, Hotel is pleased to extend one (1) complimentary room night per every **75** revenue room nights actually utilized within Group's official Room Block. A standard parlor of a suite is counted as one room, with a standard one-bedroom suite being counted as two rooms. Group should provide a list of names to Hotel in order of preference for complimentary room assignment. If Group fills all of the rooms reserved in the Room Block, Group will be entitled to **7** complimentary rooms, valued at a minimum of **\$763.00**. No complimentary room credits will be earned on discounted rooms such as staff rooms.

Upon written request, Hotel agrees to credit to Group's Master Account the actual value of the earned complimentary rooms as long as the value of the credit does not exceed the value of the Master Account charges, given that the complimentary room credit has no cash value. When calculating the value

of the complimentary rooms, Hotel will multiply the number of earned complimentary room nights, times the lowest group rate (less taxes, commissions, rebates and subsidies).

Rebate or Subsidy: The Hotel will pay **\$10.00 of the applicable negotiated group room rate (excluding any taxes, commission, housing company fees or other rebates/subsidies)** for each sleeping room night actually occupied and paid for by Group's attendees that was reserved as part of the established Room Block at the negotiated group room rates contained in this Agreement to **California-Nevada-Hawaii District of California-Nevada-Hawaii District of Cal-Nev-Hi District of Kiwanis International** for the purpose of **defraying costs of the Event**. No rebate or subsidy payments will be paid on complimentary rooms or discounted staff rooms, as applicable. Payment of the actual value of the earned rebate or subsidy will be made by Hotel after receipt by the Hotel of full payment for the Event. Group agrees to take full responsibility for determining whether further disclosure of the rebate or subsidy is required and for making such disclosure if it is required. Notwithstanding the foregoing, the Hotel agrees to credit to Group's Master Account the actual value of the earned rebate or subsidy.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate **\$82,687.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of **80%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group's arrival date, regardless of Master Account credit status.

Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block, and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel Group's Event for any reason other than due to a valid Impossibility occurrence, including changing Group's meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and arrival date:	65% =	\$53,746.55

Total Anticipated Revenue for this Event is **\$82,687**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that Group delivers Group's written notice of cancellation to the Hotel. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Impossibility: If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits, less all documented expenses incurred by Hotel in preparation for the cancelled Event (i.e., food and beverage products purchased for the Event that cannot be used in other outlets at the Hotel, labor costs incurred by Hotel if staff schedules were posted and the Event is cancelled, etc.).

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest

available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

Shipping and Receiving Charges & Requirements:

- Shipments must arrive at the Hotel no sooner than two days prior to event start date. **All shipments that arrive before this time may not be accepted.**
- Each box must have the following information clearly noted on it: conference/event name, name of the person to receive the shipment, the date of the event and the name of the Event/Catering manager. Number each box and list the number of items that are in the shipment (example - 1 of 5).
- The cost for acceptance, storage and handling for boxes is outlined below:

Package Size		In/out handling charges per	Storage per package per day
Envelope		\$5.00	\$5.00
Boxes per lbs:	1 -50 lbs.	\$10.00	\$10.00
	60-99 lbs.	\$15.00	\$15.00
	100 lbs. +	\$100.00	\$100.00
Crates & ½ Pallets		\$100.00	\$100.00
Pallets Full		\$200.00	\$200.00

- The hotel must be informed in advance if a pallet/crate/etc. will need to be shipped to the hotel. The hotel must be informed of the size and contents (perishables/non-perishables). The hotel has the right to refuse acceptance of such items if not informed in advance. Pricing starts at \$100.00 per pallet/crate/etc. and may increase depending on weight/needs of storage.
- Contact our Front Desk department to coordinate pick-up/delivery of your parcels once you arrive on property.
- You will need to sign a receiving slip acknowledging delivery and authorizing payment in order to receive the shipment.
- Upon conclusion of the event, outgoing shipment arrangements can be made with your banquet captain. You are responsible for packing your materials for outgoing shipments.
- Any boxes/materials that are not properly labeled and/or are left behind will be discarded after seven days.
- All outgoing shipments must be made no later than 2 days after the event or additional charges will apply.



Holiday Inn

2155 E Convention Center Way
 Ontario, CA. 91764
 (909) 212-8000
www.Hiontario.com

ROOMS AGREEMENT

The following represents an agreement between the Holiday Inn Ontario Airport Hotel and **Kiwanis International/California/Nevada/Hawaii District 2023**.

Organization: Kiwanis International/California/Nevada/Hawaii District 2023
Contact: Timothy Cuning
Address: 8360 Red Oak St
 Rancho Cucamonga, CA 91730
Phone: 909-736-1705
Email:

Guest Room Block/Group Room Rates: **\$159.00** The Hotel will hold the following block of rooms for the Group's use. Unless as indicated in this agreement, Hotel does not guarantee any particular room nor does it guarantee that rooms will be in proximity to each other.

Room Block

Date	4/20	4/21	4/22	4/23	
Day	Thurs	Fri	Sat	Sun	Total
QQ Beds	8	54	54	c/o	116
King beds	2	16	16	c/o	34
Total	10	70	70		150

Total Room Nights: 150
Check In ~ 4:00 PM ----- Check Out ~ 11:00 AM

All Hotel room rates are subject to state and local taxes currently 13.945%

BREAKFAST: Not included in the rate. Breakfast may be purchased at a discounted \$10 per person by showing Convention Event Badge at the front desk during check in only. Coupon is only valid for items on the coupon menu

Sleeping Room Rebate: \$10.00 Rebate per paid room night to **Kiwanis International**; Non-commissionable

Comp Room Nights: (1) Complimentary Per Every 50 Paid Room Night

Signer Initial _____

Sales Manager Initial AV

Reservation Method: Via Passkey, all reservations go through GOCV Housing Dept.

Guest Room Charges: Individual Pays Own Charges

Incidental Charges: Individual Pays Own Charges with a valid Credit Card at Check-in, no checks accepted

Reservation Due Date: **Mon February 20, 2023** after which rooms not reserved will be returned to general inventory and the rate will not be honored. Group will remain responsible for such room nights per cancellation or attrition clause.

Hotel Comp Amenities: Self Parking, Internet Wi-Fi and Shuttle Service to and from the Ontario Int'l Airport only. All guest rooms are equipped with Microwave, Mini-Fridge and Keurig Coffee Machine. Shuttle Service is provided during these specific shuttle hours only (Shuttle hours are subject to change without prior notice)

Shuttle Hours:

Mon - Fri 4:00am - 9:30am

Sat - Sun 5:00am - 10:30am

ATTRITION: Group must produce at least 80% of contracted sleeping room revenue. Any deficit will be billed to the group's master account as liquidated damages for underperformance, plus taxes and service charges. Attrition was reduced in light of the pandemic and the uncertainty of the future event attendance.

The estimated room's revenue anticipated for the Hotel under this Agreement is:

Estimated Rooms Revenue :	\$23,850.00
Estimated Other Revenue: tax	\$3,325.50
Total Minimum Revenue:	\$27,175.50

If the Group does not fulfill the attrition rate of its estimated room's revenue commitment, it will pay the difference between its rooms revenue commitment and all applicable taxes. The Cancellation provision below provides for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and does not constitute as a penalty of any kind.

CANCELLATION: In the event cancellations occur within the contracted guest room block, prior to the reservation due date, the cancelled guest rooms will be placed back in the room block. In the event cancellation occurs after the Reservation Due Date, the cancelled guest room will be placed back into the hotel's general inventory.

FORCE MAJEURE: No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, utilities disruptions, any one of which make performance impossible.

MISCELLANEOUS PROVISIONS: In the event of litigation, California law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of California courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by the

Signer Initial _____

Sales Manager Initial AV

representative of the Group and Property's authorized signatory. Group may not assign any benefits associated in any way with this contract without consent of Property. No food and beverage of any kind may be brought into Property or any hospitality suite by group or its guests. Meals prepared in quantity for a banquet function require specific food handling procedures. These methods are set forth by the local Health Department for the safety of your guests. Proper equipment and knowledge are essential in maintaining necessary temperature controls and sanitation. For this reason, we are unable to allow food prepared in quantity to leave the premises.

ACCEPTANCE: This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Property. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Signature:  _____ Date: 2/15/22
Printed Name: Alexander Vu Title: Director of Sales
Holiday Inn Ontario Airport Email: Dos@holidayinnont.com

Signer Initial _____

Sales Manager Initial AV



2025 Convention Center Way
 Ontario, CA 91764
 Telephone: (909) 937-6788 Ext 4012
 Fax: (909) 605-9120

BOOKING CONFIRMATION AGREEMENT

Date February 16, 2022		Hotel Contact Quynh Ly		Name of Function Kiwanis 2023			
Organization Cal-Nev-Ha District of Kiwanis International							
Contact Name Mark W. McDonald			Title District Secretary, Executive Director		Phone/Email 909-736-1703 mark@cnhkiwanis.org		
Street Address 8360 Red Oak St. Suite 201			City Rancho Cucamonga		State CA	Zip Code 91730	Fax
ROOMS GUARANTEED BY (Check One)							
Deposit \$		Credit Card	<input checked="" type="checkbox"/>	Contract		Prepayment	
ROOM RESERVATIONS (Check One)							
Call in on own			Rooming List				<input checked="" type="checkbox"/>
Guarantee/Reservation Requirement Notes: Room & Taxes + Incidentals charges will be paid by Kiwanis's Corporate Credit Card							

Date	Rate	04/20/23	04/21/23	04/22/23
Day		Thurs	Fri	Sat
King Studio with Sofa Bed	\$179.00	25	25	25
Studio Double/Double w Sofa Bed	\$189.00	10	10	10
Rooms		35	35	35

TOTAL ROOM NIGHTS: 105 Room Nights

BILLING INSTRUCTIONS/METHOD OF PAYMENT			
INDIVIDUAL PAY		COMPANY DIRECT BILL ACCT.	<input checked="" type="checkbox"/>

METHOD OF PAYMENT					
PREPAID	CREDIT CARD TYPE	EXP. DATE	CARDHOLDER	CREDIT CARD NO.	
CHARGES PAID BY COMPANY INCLUDE:		ROOM & TAX	<input checked="" type="checkbox"/>	PHONE CHARGES	ALL CHARGES

ROOM BLOCK RELEASE DATE:	03/20/2023	HOTEL TAX RATE:	13.75% + .195% per day
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Special Rooming/Guest Requirements:
<ul style="list-style-type: none"> Complimentary Parking Complimentary Daily Hot Breakfast Complimentary Wi-Fi

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Ontario Airport Hotel, 429 North Vineyard Avenue, Ontario, CA, 91764, (909) 937-8000 and Kiwanis International.

ORGANIZATION: Kiwanis International

CONTACT:

Name: Timothy Cuning
Job Title: Director of Service Leadership Program
Street Address: 8360 Red Oak St
City, State, Postal Code: Rancho Cucamonga , CA 91730
Country/Region:
Phone Number: 909-736-1705
Fax Number:
E-mail Address:

NAME OF EVENT: Kiwanis International Annual Convention 2023

REFERENCE #: M-M72XOG4

OFFICIAL PROGRAM DATES: Thursday, 04/20/2023 - Monday, 04/24/2023

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Kiwanis International agrees that it will be responsible for utilizing, 88 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Attendees

Date	Day	Group Run of House	Total Rooms
04/20/2023	Thu	14	14
04/21/2023	Fri	37	37
04/22/2023	Sat	37	37

Start Date	End Date	Room Type	Single
04/20/2023	04/23/2023	Group Run of House	\$149.00

Rate does not include breakfast. Hotel’s room rates are subject to applicable state and local taxes (currently 13.75%) in effect at the time of check-out.

COMMISSION/REBATES

The group room rates listed above are net non-commissionable.

Rebate of \$10 per consumed room night at the group rate which hotel will pay to Kiwanis International Group.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 or (909) 937-8000.

GUARANTEED RESERVATIONS

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

CUT-OFF DATE

Reservations by attendees must be received on or before , March 20, 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 Kiwanis International group rate after this date.

NO ROOM TRANSFER BY GUEST

Kiwanis International agrees that neither 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 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: [SELECT ONE OF THE FOLLOWING: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment) OR Room and tax charges to Master Account OR All charges to Master Account].

METHOD OF PAYMENT

Credit card

ROOMS ATTRITION – Rooms Per Night

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

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. 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 attrition charges to Kiwanis International's Master Account, plus applicable taxes, at the conclusion of the Event.

CANCELLATION – Rooms Only

In the event of a group cancellation occurring 0 days to 90 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Revenue Commitment will be due, plus applicable taxes.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Kiwanis International 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 Kiwanis International will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

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

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not

limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. (“Marriott”) is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the “Privacy Statement,” currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

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 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 Kiwanis International, this document is an invitation by the Hotel to Kiwanis International to make an offer. Upon signature by Kiwanis International, this document will be an offer by Kiwanis International. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Kiwanis International at any time prior to Kiwanis International's execution of this document, the outlined format and dates will be held by the Hotel for Kiwanis International on a first-option basis until [DATE]. If 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, 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 Kiwanis International:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____ Vanessa Morrin _____

Title: (Print) _____ Sales Executive _____

Signature: _____ *Vanessa Morrin* _____

Date: _____ Revised 2/15/22 _____

Special Billing Requirements:

- Room & Taxes routed to Group Master's Credit Card. Individuals are responsible for their own incidental charges
- **The full deposit of Room + Tax is due on 04/17/23 (3 days prior to Group's arrival)**
- \$10 Rebate
- 1 Complimentary Room Night will be credit for every 50 accumulated Room Nights

Accepted by **X** _____



2025 Convention Center Way
Ontario, CA 91764
Telephone: (909) 937-6788 Ext 4012
Fax: (909) 605-9120

BOOKING CONFIRMATION AGREEMENT (Page 2)

Cancellation Terms:

[Date of contract signed] to 31 days prior to Arrival Date – No Charge
Within 30 days of Arrival Date – 100% of all room charges will be enforced

Attrition Terms:

Cal-Nev-Ha District of Kiwanis International will be responsible for 80% of total room night volume contracted. If group falls short by more than 80% of contracted volume, charges will be accrued and paid by **Cal-Nev-Ha District of Kiwanis International**. Attrition charges will be billed one week after group departure.

Contract Agreement:

This contract represents an agreement between **Residence Inn by Marriott Ontario Airport** and **Cal-Nev-Ha District of Kiwanis International**. Once the signed agreement is received by the hotel it will represent a binding agreement between the two parties.

IN ORDER FOR US TO CONSIDER THIS AGREEMENT CONFIRMED PLEASE SIGN AND RETURN TO
OUR OFFICE BY: 05/16/2022

AGREEMENT ACCEPTED BY:

HOTEL SIGNATURE: