



Kiwanis Special Board Meeting Agenda

March 17, 2022

4:30 p.m.

CALL TO ORDER

Margo Dutton, Governor

Finance Committee Report

Pete Edwards, Chairperson

1. Approval of Riverside Convention Center Contract for 2024 Circle K Convention
2. Approval of Old Oak Ranch contract for Circle K Fall Training Conference
3. Approval of Six Flags Contract for Key Club Fall Rally South
4. Approval of Six Flags contract for Key Club Fall Rally North
5. Approval of Wonder Valley contract for Aktion Club Convention
6. Approval of Ontario Convention contract for 2023 Key Club Convention
7. Approval of SLP's funding to District
8. Approval of Travel Rates to Indianapolis, Indiana for 2022 ICON
9. Approval of Comfort Suites contract for 2023 Key Club Convention
10. Approval of Quality Inn contract for 2023 Key Club Convention
11. Approval of Best Western contract for 2023 Key Club Convention
12. Approval of DoubleTree contract for 2023 Key Club Convention
13. Approval of Holiday Inn contract for 2023 Key Club Convention
14. Approval of Residence Inn contract for 2023 Key Club Convention
15. Approval of Sheraton contract for 2023 Key Club Convention

ADJOURNMENT

Margo Dutton, Governor



Presented by
RAINCROSS HOSPITALITY MANAGEMENT CORPORATION
a California Corporation as agent for the City of Riverside

3637 Fifth Street, Riverside, California 92501
Phone (951) 346-4700 Fax (951) 346-4706

4th REVISED CONTRACT

Monday, January 24, 2022

Timothy Cunning
California-Nevada-Hawaii District of Kiwanis International
8360 Red Oak Street, Suite 201
Rancho Cucamonga, CA. 91730

Dear Timothy Cunning,

Thank you for choosing Riverside and the Riverside Convention Center (the "Center") for your event ("Event"). The Center's hospitality team looks forward to ensuring that your event is a success.

It is my pleasure to offer for your approval and signature the following contract ("Contract") regarding use of the Riverside Convention Center. The contract is between Raincross Hospitality Management Corporation dba The Riverside Convention Center ("Center") as Agent for the City of Riverside and **California-Nevada-Hawaii District of Kiwanis International** ("Client").

SECTION I: EVENT DETAIL

A. GROUP/CLIENT*: California-Nevada-Hawaii District of Kiwanis International

NOTE: The Group/Client name listed here must exactly match the name on other required documents, including the Certificate of Insurance.

B. EVENT: Circle K Convention 2024

C. CONTACT:

Name: Timothy Cunning
Phone: 909-736-1705
Fax:
Email: tim@cnhkiwanis.org

D. EVENT DATES: Thursday, March 21, 2024 through Sunday, March 24, 2024

E. ATTENDEES: 700

F. CLIENT'S PRIMARY CONTACT AT THE CENTER:

Sales Manager's Name: **Pamela Sturrock**
 Phone: **951-335-7004**
 Fax: **951-346-4706**
 Email: **psturrock@riversidecvb.com**

NOTE: A summary of contacts is included in **"QUICK LOOK SUMMARY" in Addendum "A", CONTACT SUMMARY.**

G. TENTATIVE CONTRACT, DEPOSIT, and DEFINITE CONTRACT: Center is holding the above date(s) for Client on a tentative basis until **Friday, March 18, 2022**. If Center has not received a signed contract, the deposit, and a preliminary Certificate of Insurance by **Friday, March 18, 2022**, the held date(s) will be released, and this Contract will be terminated and of no further force and effect. This Contract will become binding on the parties once Center confirms receipt of the following: 1) A fully executed contract, including all pages initialed and/or signed (by scan, fax or other form of delivery), 2) the specified deposit, 3) a Certificate of Insurance that meets the contractual requirements as of the date of execution and, 4) the Riverside Convention & Visitors Bureau (RCVB) signed hotel(s) contract(s), if applicable.

H. TENTATIVE ROOM BLOCK, SET-UP REQUIREMENTS and CATERING ARRANGEMENTS: Center has tentatively blocked the space listed below according to the information provided by Client. Unless otherwise stated, the Center reserves the right to reset rooms to their standard state or for other events after hours listed below. **PLEASE READ AND REVIEW CAREFULLY. *Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.**

Day/ Date	Time	Function	Location	Set-up	
Thursday / Mar 21 2024	9:00AM - 24 Hour hold	Office	MR 6	TBD	
Friday / Mar 22 2024	24 Hour Hold	Office	MR 6	TBD	
	9:00AM - 12:00PM	District Board Meeting	MR 7	U-Shape for 25pp. w/ Theater for 10ppl.	
	1:00PM - 5:00PM	Convention Registration/ Delegate Registration	Upper Concourse	Registration for 800ppl.	
	2:00PM - 5:00PM	Stage Decorating/Opening Session/General Session	Exhibit Halls A&B	Theater for 800ppl.	
	5:00PM - 7:00PM	Fundraising Table	Upper Concourse	Existing	
	5:00PM - 6:00PM	S.A.A Committee Meeting	MR 8	Theater for max 84ppl.	
	7:00PM - 12:00AM	Contest Judging	MR 9	Banquet for 30ppl.	
	9:15PM - 10:00PM		Candidates Meeting	MR 7	Theater for max 84ppl.
			Caucus Leaders Meeting	MR 8	
			S.A.A Committee	MR 10	
10:00PM - 12:00AM		Caucus Session 1	Ballroom A	Theater for 150ppl.	
			Ballroom B		
			Exhibit Hall C		
			MR 2 & 3		
			Meeting Room 4 & 5		
Saturday / Mar 23 2024	24 Hour Hold	Office	MR 6	TBD	
	8:00AM - 5:00PM	Convention Registration/ Delegate Registration	Upper Concourse	Registration for 800ppl.	

Saturday / Mar 23 2024 Cont'd	8:00AM - 4:30PM	Caucus Session 2/ Workshops	Ballroom A	Theater for 150ppl.
			Ballroom B	
			Exhibit Hall C	
			MR 2 & 3	
			Meeting Room 4 & 5	
	9:00AM - 12:00PM	McElwain Scholarship Judging	MR 7	Conference for 10ppl.
	10:00AM - 11:30AM	Awards Dinner Rehearsal	Exhibit Halls A&B	Banquet for 800ppl.
	10:00AM - 4:00PM	Fundraising Table	Upper Concourse	Existing
	12:00PM - 1:00PM	Luncheon	Exhibit Halls A&B	Banquet for 800ppl.
	2:00PM - 4:30PM	House of Delegates	MR 8/9/10	Classroom for 80ppl. w/ Theater for 30ppl.
5:30PM - 6:30PM	Honors Reception	Ballroom B	Reception for 100ppl.	
7:00PM - 1:00AM	Awards Night/Dance	Exhibit Halls A&B	Banquet for 800ppl.	
10:00PM - 1:00AM	Karaoke/Casino	Ballroom	Banquet for max 250ppl.	
Sunday / Mar 24 2024	24 Hour Hold - 5:00PM	Office	MR 6	TBD
	8:30AM - 5:00PM	Rehearsal/ Farewell Session	Exhibit Halls A&B	Theater for 800ppl.
	1:30PM - 5:00PM	District Board Meeting/ D.O.T.C #1	MR 7/8/9	U-Shape for 40ppl. w/ Theater for 20ppl.

I. MOVE-IN/MOVE-OUT DAYS: If Client requires additional time to move-in (set-up) or move-out (breakdown) for the Event, or if the details above do not reflect Client's requirements, **Client must immediately contact its Center-designated Sales Manager. Changes to the above arrangements may result in additional costs for room rental, labor, and/or other charges.**

J. ESTIMATED COSTS:

ESTIMATED COSTS		
ROOM RENTAL:	\$23,600.00 ++	Room Rental does NOT include administrative fees or sales tax (++) Currently administrative fees are 21% and sales tax is 8.75%). Note: Administrative fees and sales tax is subject to change prior to Event.
ESTIMATED FOOD & NON-ALCOHOLIC BEVERAGE CREDIT:	(\$41,377.70)	".65 Cents-for-Dollar" Food & Non-Alcoholic Beverage Credit <i>*applied towards your Room Rental.</i> (Specifically excluding concessions, bar revenue, tax, and administrative fees.) Note: Credit may change based upon final guarantees. (Anticipated Food & Non-Alcoholic Beverage Revenue of \$63,658.00 x .65 Cents-for-Dollar Food & Beverage Credit = \$41,377.70)
REMAINING ROOM RENTAL RESPONSIBILITY:	\$0.00++	Client Room Rental responsibility is the difference between Room Rental less Food & Non-Alcoholic Beverage Credit. Note: Room Rental may change based on final food & beverage guarantee.
ESTIMATED CONTRACTED COST:	\$63,658.00++	Estimated Contracted Cost is Remaining Room Rental Responsibility plus Anticipated Food & Non-Alcoholic Beverage Revenue. <i>*Amounts listed in Estimated Costs do not include applicable Miscellaneous Fees, Alcoholic Beverages, Audio Visual, Internet, etc.</i>

SECTION II. GENERAL CONTRACT INFORMATION, STANDARDS, AND REQUIREMENTS

A. HOTEL CONTRACTS: This Contract with the Center will not be considered definite until the Center has confirmed receipt from the Riverside Convention & Visitors Bureau of fully executed hotel(s) contract(s), if applicable, between Client and hotel(s).

B. CONTRACT PRICING: Prices in this Contract may not be applicable if the Event takes place more than twelve (12) months after contract execution date, in which case Client should anticipate an increase on food and beverage of no more than five percent (5%) per year.

C. DEPOSITS AND PAYMENTS:

- 1.) A deposit of ~~\$1,650.00~~ **\$1,525.00 has been rolled over from 2021 Convention.** This payment, which is non-transferable and non-refundable, will be deducted from the Client's overall balance due.
- 2.) The **deposit is due** with signed contract by **Friday, March 18, 2022.**
- 3.) ~~One (1) year prior (03/22/23)~~ to the date of Event, **an additional 10% of the estimated Center charges will be due, which equates to \$8,300.00.** Any event contracted within a twelve (12) month period will be required to pay a non-transferable and non-refundable deposit in the amount of 15% of the estimated Center charges.
- 4.) ~~Ninety (90) days prior (12/22/23)~~ to the date of Event, **an additional 35% of the estimated Center charges will be due, which equates to \$29,075.00.** Any event contracted within a ninety (90) day period shall be required to pay a non-transferable and non-refundable deposit in the amount of 50% of the estimated Center charges when executing this Contract.
- 5.) **Complete pre-payment of estimated Center charges** is required **four (4) business days (03/15/24)** prior to Event by cash, company printed check, cashier's check, money order or credit card.
- 6.) If Client has established credit terms in accordance with Center's credit policy, then Client will be bound by terms of that policy.
- 7.) Before the Event, Client must submit a valid credit card for any additional charges incurred during the Event.

NOTE: A Summary of Important Dates is included in the **"QUICK LOOK SUMMARY" in Addendum "A" IMPORTANT DATES.** *Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.

D. INSURANCE: Client must procure and maintain insurance that fully covers the risk and indemnity obligations set forth in this Contract, including Commercial General Liability coverage for bodily injury, property damage, contractual liability assumed under this Contract, and any independent contractors, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, plus Worker's Compensation coverage as required by law. **The insurance policy must specifically name the following entities as additional insureds: "Raincross Hospitality Management Corporation dba Riverside Convention Center and the City of Riverside, The Riverside Civic Authority and their respective members, officers, directors, managers, agents and employees."** Client's insurance policy must further state that it will not be canceled or materially changed for any reason without thirty (30) days prior written notice to Center. The policy will not be accepted if it contains a "best effort" modifier or relieves the insurer from any cause whatsoever prior to, during, or subsequent to, the Event date range covered by this Contract. For Events scheduled to begin more than thirty (30) days after the date on which this Contract is executed, Client must provide Center with a preliminary Certificate of Insurance satisfactory to Center on the date of execution, plus a final Certificate of Insurance not less than thirty (30) days before the Event. For Events scheduled to begin less than thirty (30) days after the date on which this Contract is executed, Client must provide a final Certificate of Insurance which is fully compliant with the terms of this paragraph of the Contract.

E. CALIFORNIA STATE SALES TAX EXEMPTIONS: If Client requests a California state sales tax exemption, proof of sales tax-exempt status must be provided in the form of a letter from the California Department of Tax and Administration. For Events scheduled to begin more than thirty (30) days after the date on which this Contract is executed, Client must provide Center with preliminary evidence of sales tax exemption satisfactory to Center on the date of execution, plus a final evidence of sales tax exemption not less than thirty (30) days before the Event. For Events scheduled to begin less than thirty (30) days after the date on which this Contract is executed, Client must provide evidence of sales tax exemption which is fully compliant with the terms of this paragraph of the Contract.

- F. EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES:** Facility fees are based upon rates as applicable and as indicated in **"QUICK LOOK SUMMARY" Addendum "A", EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES.**
- G. TIME ALLOCATION/ROOM SET CHANGE FEE:** Center may be reserved for Event times beginning as early as 5:00 a.m. and ending as late as 12:00 am. If Client wishes to stay beyond 12:00 am or needs additional time for setup or tear down, Center may remain open for an additional charge. A minimum \$300.00 per room will be charged if Client requires less than a three (3) hour turn-time for any function room. Charges will be based on the labor requirements necessary to accommodate the change. Client must make special arrangements with the assigned Convention Service Coordinator if Client anticipates that its Event will continue past 12:00 am.
- H. LABOR CHARGES:** Most labor charges are included in the estimated costs based upon previous discussions between Center and Client. If Client requires extraordinary services, then Client must make special arrangements with its assigned Convention Service Coordinator. Additional charges may apply for extraordinary services or overtime work, which will be based on current labor overtime rates.
- I. LINEN:** If the Event includes meal service, then Center will provide a choice of black or ivory-colored single-draped tablecloth and black, ivory, or burgundy-colored napkins at no additional cost. If Client desires additional linens, including double-draped linen or special colors, an additional charge will apply.
- J. GUARANTEES FOR MEAL FUNCTIONS:** To ensure the success of the Event, Center must receive Client's confirmed attendance ("Final Guarantee") for each meal function no later than **12:00 Noon PST five (5) business days** (excluding holidays and weekends) **prior to the date of the Event.** Once the Final Guarantee is submitted to Center, the count may not be decreased.
- ❖ **Special Meals:** Client's assigned Convention Service Coordinator is available to consult on preparation, service of special meal requests, and pricing for vegetarian, gluten free, vegan, kosher, halal, and other meals to meet Client or guest dietary restrictions. Special meal menu requests are due 30 days prior to Event as outlined in the **"QUICK LOOK SUMMARY" in Addendum "A", IMPORTANT DATES.** Special meal requests must be included in Final Guarantee numbers.
 - ❖ **Overage:** For every plated event, Center is prepared to serve 3% over the final guarantee, up to a maximum of thirty (30) additional meals. Client will be charged based upon the Final Guarantee or actual number of meals served, whichever is greater. Center will make every effort to accommodate increases to Client's count(s) after the Final Guarantee is due. However, any increases exceeding 10% of the final guarantee will be subject to a 10% surcharge. If the count increases after the Final Guarantee deadline, then the 3% overage will no longer apply.
- K. MEAL MINIMUM:** Breakfast prices begin at **\$23.75** per person, lunch pricing starts at **\$26.75** per person, and dinner service is available starting at **\$35.50** per person. Please refer to current menu selections for pricing. No outside food and beverage may be brought into Center or onto Center's premises. ***Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.**
- L. ALCOHOLIC BEVERAGES:** As a venue regulated by the California Department of Alcoholic Beverage Control, Center is the exclusive licensee and provider of alcoholic beverages. Neither Client nor its guests may bring outside alcohol into the Center or on its premises. Unauthorized alcohol will be confiscated. Center reserves the right to: 1) require proof of legal drinking age and refuse alcoholic beverages to any person who is underage or who cannot produce identification; and 2) refuse alcoholic beverages to any person who appears intoxicated, in Center's sole discretion. Notwithstanding the foregoing, Center may refuse to serve any patron for any reason. Client agrees to fully indemnify and hold Center harmless for any personal injury or property damage arising from or related to the service of alcohol at Client's Event, whether that injury or damage is caused by Client or Client's guests.

- M. CONCESSIONS:** If Client requests concessions, Center will determine the hours of operation and may change hours at its discretion. Center requires a minimum of five hundred (500) people to open concessions, plus a guarantee of \$1,250.00 in sales during a 4-hour period. Client is responsible for no less than the guarantee of \$1,250.00 in sales.
- N. PARKING:** Center offers limited parking adjacent to the Riverside Convention Center in City Lot 33. The City of Riverside owns and manages Lot 33, so the City may establish rules regarding use of its property. Under no circumstances will Center be liable for any injury or property damage to Client or Client's guests that occurs in a City-owned or managed parking area, and Client agrees to fully indemnify and hold Center harmless from any such claim arising from or related to participation in Client's Event. Center can make parking in Lot 33 available at a **cash rate of \$10.00** per vehicle/space/day. Client may host parking for event attendees at a **hosted rate of \$8.00** per vehicle/space/day. If Client requires additional parking, vehicles may use street parking or alternate City parking lots/structures. Center's Sales Manager will provide Client with a map and pricing for overflow parking. If recreational vehicles, trailers, buses, or other oversize vehicles will be used during the Event, then Client must make special arrangements and may incur additional fees.
- O. AUDIO VISUAL (AV):** Client must contract all audio/visual equipment, rigging, labor and any other AV-related services through Center's exclusive in-house provider. All audio/visual charges are per-day and subject to administrative fees and sales tax. See **"QUICK LOOK SUMMARY" in Addendum "A", CONTACT SUMMARY** for Center's exclusive provider of AV services. **Please refer to "ADDENDUM B" for Stipulations & Modifications to Agreement.*
- P. INFORMATION TECHNOLOGY (IT) AND TELECOMMUNICATIONS:** Client must contract all IT and telecommunications services through the Center's exclusive provider. Complimentary Wi-Fi with shared 3 / 3 MBPS bandwidth is available throughout the Convention Center. The complimentary shared Wi-Fi is designed for general web browsing and checking emails only. If Client wishes to upgrade to existing Center bandwidth or make other special IT requests, it must request them a minimum of five (5) business days before its Event, and Client may be charged an additional fee. See **"QUICK LOOK SUMMARY" in Addendum "A", CONTACT SUMMARY** for Center's exclusive provider of IT services.
- Q. ELECTRICAL:** Center provides 120-volt/20-amp wall plug service. If Client requires electrical service beyond Center's existing capacity, Client must contract, at its own cost, a licensed electrical services company approved by Center. Such special electrical service must be arranged in advance. Client should contact its assigned Convention Service Coordinator for the list of Center-approved electrical providers.
- R. DECORATIONS:** Event sets and certain decorations must be approved by the Riverside Fire Department. Client's assigned Convention Service Coordinator will provide guidance. Extraordinary decorations and sets may be subject to additional agreements and charges. Affixing anything to Center's floors, walls, or ceiling requires Center's prior written approval. Use of materials such as confetti, Silly String, or other aerosol-delivered products is not permitted. Open flame candles are expressly prohibited. Please see general terms and conditions for additional restrictions.
- S. RIGHT OF INSPECTION:** To help protect health and safety, Center event staff may enter and inspect all function rooms and/or set bag check stations at Center entry points. If Center event staff observes any activity which reasonably appears to be illegal or dangerous to people or property, then Center event staff may cancel the Event and require Client and Client's guests to vacate the premises. In that instance, Client will remain liable for all fees and charges related to the Event pursuant to the terms of this Contract.

T. SECURITY: A Center security agent patrols the premises and monitors the property 24 hours per day. Additional security agents are available exclusively through Center. Client may contract with Center for security at a rate of \$65.00 per hour, per agent.

U. DAMAGE CLAUSE: Client is responsible for any damage to Center resulting from any acts or omissions of Client and/or its staff, personnel, agents, contractors, invitees, or guests. Before the Event, Center will note any existing damage with Client. Center will do a post-event walkthrough to note any damage that occurred during Client's Event. Client will be charged for the cost to repair any damage that occurred during the Event.

V. PERMITS:

1.) Health Permits:

If Client intends to buy, sell, or give away food items, Client must obtain a Riverside County Health Permit. Permits must be secured and provided to Client's assigned Convention Service Coordinator at least ten (10) days before the Event. To obtain a health permit, contact:

Riverside County Environmental Health Department
4065 County Circle Drive, Riverside, CA 92503
Telephone: 951-358-5172

Office hours are typically Monday through Friday, 8:00 a.m. – 5:00 p.m.

2.) Vendor Seller's Permits:

If the Event includes buying or selling any item, Client must obtain a Seller's Permit from the State Board of Equalization. To obtain a Seller's Permit, contact:

California Department of Tax and Fee Administration
3737 Main Street, Suite 1000, Riverside, CA 92501
Telephone: 951-680-6400

Website: <https://onlineservices.cdtfa.ca.gov/>

Client must obtain written evidence from each seller that it holds a valid California Seller's Permit, or Client must secure a written statement from the seller that it is not offering for sale anything which is subject to sales tax.

3.) Fire Permits:

If the Event includes any of the following, then Client must obtain a Special Event Permit from the Riverside Fire Department:

- ❖ Exhibit booths
- ❖ Containers of flammable liquids
- ❖ Equipment for competition, demonstration, or display
- ❖ Vehicles placed inside an assembly area

An event site plan is required to receive a Fire Permit. Fees related to diagram approval or site inspection are Client's responsibility. Center requires approved diagrams thirty (30) days before the Event. Client must keep a copy of the Fire Permit on property for the duration of the Event and provide a copy to Client's assigned Convention Service Coordinator. To obtain a Fire Permit, contact:

City of Riverside Fire Department Prevention Division,
City Hall, 3900 Main Street - 5th floor, Riverside, CA 92501
Telephone: 951-826-5737

Email: prev@riversideca.gov

Riverside Fire Department office hours are Monday through Friday, 8:00 am – 5:00 pm.

4.) Signs/Flyers:

City of Riverside Municipal Codes 10.16.040 and 19.76.010 prohibit posting unauthorized signs within city limits. Failure to comply with the above codes may result in a fine per sign, and/or a fine per incident imposed by the City of Riverside. Information regarding signs within the city limit can be found at:

W. PACKAGE/MATERIAL DELIVERY: Client is responsible for all packaging and shipping arrangements. Before the Event, Client must provide the assigned Convention Service Coordinator information regarding pre-event delivery and post-event pick-up of Client materials. Any materials received more than forty-eight (48) hours before the Event or left behind forty-eight (48) hours after its conclusion will incur storage charges of \$50.00 per day. Packages shipped to Center should be addressed to:

Attn: **California-Nevada-Hawaii District of Kiwanis International**
Event Date: **Thursday, March 21, 2024**
Vendor Name & Booth #:
Riverside Convention Center
3637 Fifth Street
Riverside, CA 92501

X. ADVERTISING AND PROMOTIONS: In all Client advertising and promotions relating to the Event, Center must be referred to as "The Riverside Convention Center." Use of the Riverside Convention Center's name may be used to describe the location of the Event only. Client may not use the name for any other purposes without Center's prior written consent.

Y. INDEMNIFICATION: To the fullest extent permitted by law, Client agrees to protect, indemnify, defend and hold harmless **Raincross Hospitality Management Corporation, Riverside Convention Center, the City of Riverside and its affiliates, and their respective agents, employees, officers, directors and shareholders (collectively, the "Riverside Convention Center Indemnified Parties")**, from and against all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claims"), arising out of or relating to the Event that is the subject of this Contract, to the extent such Claims result from (i) the negligence, gross negligence, or intentional misconduct of Client, Client's employees, agents, contractors, and/or attendees, or (ii) breach of any terms and conditions of this Contract by Client, or (iii) Client's failure of compliance with applicable laws or regulations. Nothing in this indemnification will require Client to indemnify the Riverside Convention Center Indemnified Parties for that portion of any Claim arising out of the gross negligence or intentional misconduct of the Riverside Convention Center Indemnified Parties. This paragraph does not waive any statutory limitations on liability, including innkeeper's limitation of liability laws, nor does it waive any defenses a party may have regarding any Claim. This paragraph survives termination or expiration of this Contract.

Z. CANCELLATION: By entering into this Contract, Center has reserved rooms for Client to the exclusion of other business opportunities and relied on Client's estimated revenue figures in "**SECTION I: EVENT DETAIL**" item "**J. ESTIMATED COSTS.**" Client understands that cancellation of its Event will cause Center to lose substantial room rental and food and beverage revenue, which Center cannot recover. Accordingly, changes to or cancellation of the Event and/or function space is subject to the penalties described on "**QUICK LOOK SUMMARY**" in **Addendum "A", CANCELLATION PENALTIES.**

AA. FORCE MAJEURE: The date(s) of the Event are a material term of this Contract. If a "force majeure event" prevents the Event from occurring as and how scheduled pursuant to this Contract, or if it becomes impracticable or illegal for one or both parties to perform their contractual obligations for reasons beyond their reasonable control, then the parties may mutually agree to (i) postpone the Event to an alternative mutually-agreeable date; or (ii) amend this Contract to reduce the number of attendees or size of the group to comply with new orders or regulations; or (iii) terminate this Contract upon immediate written notice, without any liability to either party. Under no circumstances will either party be liable to the other for damages arising from a force majeure event. For the

purpose of this paragraph, a "Force Majeure Event" includes but is not limited to the following occurrences: governmental order or authority that make it illegal or impossible to hold the Event, war, earthquakes, storm, fire, severe storms, labor disputes, threats of and/or civil disorder, terrorist attacks, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, loss of power, and curtailment of transportation either in the City of Riverside or in the countries/states of origin of the attendees.

BB. LIMITATION OF LIABILITY: Neither Raincross Hospitality Management Corporation dba Riverside Convention Center nor Center is responsible for any loss, damage or injury (bodily or property) that may occur on the property prior to, during, or subsequent to the Event date(s) covered by this Contract. Notwithstanding anything in this Contract to the contrary, in no event will Center's aggregate liability to Client from all causes of action and theories of liability, exceed the actual amount Client owes Center under this Contract.

CC. CONFIDENTIAL INFORMATION: Client and Center agree to maintain this Contract and its terms as "**Confidential Information.**" Each party agrees not to disclose Confidential Information to third parties without the other party's prior written consent, which may be withheld in that party's sole discretion, except that each party may disclose Confidential Information (i) to its directors, officers, employees, and contractors whose duties justify their need to know such information, and who have been informed of their obligation to maintain the confidential, proprietary, and/or trade secret status of such Confidential Information, or (ii) to the extent necessary pursuant to applicable law, regulation, court order, or other legal process, provided the party has given the other party prior written notice of such required disclosure and, to the extent reasonably practicable, has given the other party an opportunity to contest such required disclosure at its own expense. Notwithstanding the above provision, Center may be obligated to provide certain information pursuant to a public records request consistent with its role as agent for the City of Riverside.

DD. ASSIGNMENT: Raincross Hospitality Management Corporation (RHMC) may assign its rights or obligations under this Contract to any entity having as its principal business the management of meeting venues. The City of Riverside will be an authorized assignee of this Contract if RHMC no longer operates as the City's agent. RHMC will have no obligation to perform under this Contract if it no longer acts as the City's agent with respect to Center. Client may not assign its obligations under this Contract.

SECTION III. SIGNATURES

I have read and understood the above contract and agree to be bound by its terms and conditions. I further understand that any portion of this Contract between both parties may not be changed or altered in any way except in writing by either party. A signed copy of this original must be returned to the Sales and Catering Office by **Friday, March 18, 2022** in order to hold the allocated space on a definite basis.

Checks should be made payable to: Riverside Convention Center.

**RIVERSIDE CONVENTION CENTER
Raincross Hospitality Management Corporation
3637 Fifth Street
Riverside, CA 92501**

If you have any questions or concerns, contact the Sales and Catering Office at (951) 346-4700.

**RAINCROSS HOSPITALITY MANAGEMENT CORPORATION
dba RIVERSIDE CONVENTION CENTER**
a California Corporation as agent for the City of Riverside

Pamela Sturrock

Date Signed: _____

Mark McDonald

Date Signed: _____

Print Name

8360 Red Oak Street, Suite 201
Rancho Cucamonga, CA. 91730

CC: Tuyen Nguyen-Valenzuela

"QUICK LOOK SUMMARY" ADDENDUM "A"

CONTACT SUMMARY			
SERVICE PROVIDER	CONTACT	PHONE NUMBER	EMAIL / WEBSITE
Sales Manager RCC	Pamela Sturrock	951-335-7004	psturrock@riversidecvb.com
Audio Visual PRO AV	Nathan Thomason	951-255-8684	nthomason@pro-av.com
IT & Telecommunications VISTEM SOLUTIONS	Vistem Guest Services		guestservices@vistem.com
Electrical Services	Contact Convention Services Coordinator for approved providers		
Health Permits	Environmental Health Dept.	951-358-5172	
Vendor Seller Permits	CA Dept of Tax & Fee Administration	951-680-6400	https://onlineservices.cdtfa.ca.gov/
Fire Permits	City of Riverside Fire Dept.	951-826-5737	prev@riversideca.gov
Signs / Flyers	City of Riverside Planning Dept.	951-826-5371	

IMPORTANT DATES TO BE NOTED	
One (1) Year prior to Event (03/22/23)	10% of all estimated charges are due (\$8,300.00)
90 Calendar Days prior to Event (12/22/23)	35% of all estimated charges are due (\$29,075.00)
30 Calendar Days prior to Event (02/20/24)	Menu selections, ALL Event details, and proof of Insurance due
5 Business Days prior to Event (03/14/24)	Final Guarantees for Meal Functions due
4 Business Days prior to Event (03/15/24)	Full Pre-payment of Estimated Total Cost due

CANCELLATION PENALTIES	
Number of Days Prior to Event Date	(%) Percent Due
Over 180 Calendar Days	25% of all estimated charges (\$15,914.50)
140-179 Calendar Days	50% of all estimated charges (\$31,829.00)
90-139 Calendar Days	75% of all estimated charges (\$47,743.50)
Less than 90 Calendar Days	100% of all estimated charges (\$63,658.00)

EXTRA SERVICES/RENTAL ITEMS/MISCELLANEOUS FEES *2020 rates will be honored.	
Banners – Hanging fee (per banner) * requires Scissor Lift Operator	\$55.00-\$160.00 \$50.00-\$150.00
Forklift Rental (per hour, 2 hour minimum) *operator certification required	\$70.00 \$65.00
Scissor Lift Rental (per hour, 2 hour minimum) *operator certification required	\$110.00 \$100.00
Building Clean Up (one-time fee) *waived per Pamela G. Sturrock	\$525.00 \$500.00
Refuse Disposal (one-time charge) *waived per Pamela G. Sturrock	\$230.00 \$220.00
Janitorial Services (per day) *waived per Pamela G. Sturrock	\$350.00 \$300.00
Kitchen Usage (\$175.00/per hour, 4-hour minimum)	\$185.00 \$175.00
Cake Cutting Fee (per person)	\$2.50++
Carving Fee (per chef)	\$140.00 \$135.00
Corkage Fee (per standard 750 ml bottle)	\$16.00++ \$15.00++
Dance Floor (40x40)	\$225.00++ \$200.00++

Piano	\$550.00 \$500.00
Room Re-Key Charge	\$75.00
Linen for Exhibit Tables (each table, 2 linens per table)	\$5.75++ \$5.50++
Exhibit Tables (PER TABLE / PER DAY . Each exhibit table consists of one (1) 8' table, one (1) tablecloth, and two (2) chairs. If additional linens are required, additional costs will apply.) *First 10 Tables Complimentary per Pamela G. Sturrock	\$30.00++ \$26.25++ \$34.54 Inclusive reduced per Pamela Sturrock

ADDENDUM "B" Stipulations & Modifications to Agreement

SECTION I. GENERAL CONTRACT INFORMATION, STANDARDS, AND REQUIREMENTS

H. TENTATIVE ROOM BLOCK, SET-UP REQUIREMENTS and CATERING ARRANGEMENTS

The Center agrees to host a Pre-Planning Meeting & Working Luncheon for up to (20) guests for the Client. Date and time for meeting TBD and subject to availability.

C. DEPOSITS AND PAYMENTS:

Client to submit application for direct bill no earlier than one year prior to event date.

K. MEAL MINIMUM:

\$95.48++ per person = \$125.64 Inclusive includes the following menu below:

<p style="text-align: center;">Saturday Mexican Lunch Buffet:</p> <p style="text-align: center;">Southwest Salad with Southwest Ranch Dressing Chicken & Beef Fajitas with Tortillas Shredded Cheese, Sour Cream, Pico de Gallo Spanish Rice Refried Beans Churros Coffee and Iced Tea</p> <p style="text-align: center;">Saturday's Plated Dinner:</p> <p style="text-align: center;">Salad and Dressing Rolls and Butter Choice of either Chicken or Tri-tip (<i>split entrée *not combination plate</i>) Fresh Vegetables Potatoes Chef's Choice of Dessert Coffee and Iced Tea</p> <p style="text-align: center;">Sunday's Buffet Breakfast:</p> <p style="text-align: center;">Assorted Breads and Butter Fresh Fruit Scrambled Eggs Bacon or Sausage Breakfast Potatoes Chilled Juices (Orange, Apple, Cranberry) Coffee and Tea</p>
--

Please note: Pizza Buffet is not included in the menu choices above:

Pizza Buffet \$17.33 per person (\$22.80 inclusive)

Sunday District Board Meeting:

Pizza, Salad & Sodas

Q. AUDIO VISUAL (AV):

Client will be allowed to bring in their own "OWNED" Audio Visual equipment. All road cases must be permanently labeled with the Organization name and Client AV staff to consult with PRO-AV regarding facility guidelines. Any additional equipment or audio visual technical service that they will need will be rented through in-house AV Company, Pro AV.

CLIENT PLEASE NOTE: IF USAGE OF OWN "OWNED" AV EQUIPMENT IS PREFERRED CLIENT'S TECHNICIAN MUST CONSULT FACILITY GUIDELINES AND SAFETY REQUIREMENTS REGARDING, TRIP HAZARDS, POWER CORDS ETC.



General Contract

Group Information	
Church/Organization:	Kiwanas
Name of Group/Group Focus:	Service Leadership Programs
Contact Person:	Timothy Cunning
Mailing Address:	8360 Red Oak St., Suite 201 Rancho Cucamonga, CA 91730
Email:	tim@cnhkiwanis.org
Contact Phone:	1-909-736-1705

Conference Information			
Maximum # Friday arrival:	50	Price per Friday arrival:	\$150.00
Max # Friday arrival No meal:	350	Friday arrival No Meal:	\$135.00
Anticipated # Friday arrival:	40	Arrival Date:	11/4/22
Anticipated # Friday arrival No meal:	300	Departure Date:	11/6/22
Guaranteed # Friday Arrival:	40	First Meal:	Friday Lunch
Guaranteed # Friday Arrival No meal:	250	Last Meal:	Sunday Breakfast
Min. Total Charge:	\$39,750.00	Number of Meals:	6 4
Deposit Amount:	\$3,975.00	Number of Nights:	2 2

Arrival is after 11am first day of the event & departure from lodging 9am & mtg rooms by 11am on Sunday the 6th.

Additional charges apply if departure time isn't met. \$250 for 30 min. & \$500 for 1 hr. As well, day charges per camper will apply after the 1hr period.

Part-Time Guest Policy, Rates & Meal Times

A camper is considered "part-time" when he or she has been on the grounds less than half the contracted time. Part-time campers are limited to a maximum of 5 people & will be charged:

Breakfast: **\$ 10.00**
Lunch: **\$ 12.00**
Dinner: **\$ 12.00**
Day Stay: **\$ 10.00**

Meals not included with Day Stay

Breakfast: **8:00 AM**
Lunch: **12:00 PM**
Dinner **5:30 PM**

Meal times are set unless otherwise arranged with Guest Services

Cancellation Policy

Cancellation of a conference requires notice in writing from the sponsoring organization to the Old Oak Ranch Business Office. The postmarked date will be considered the date of the cancellation. Fees will be factored from the cancellation date and under the provisions of the contract. Cancellation by phone may not be excepted in lieu of written notice. Cancellation fees will be due and payable within fifteen (15) days of the cancellation date. Cancellation of a conference after the contract has been signed will be subject to the following fees: **A refund of any portion of the minimum charge is not possible after (60) days prior to the conference. Exceptions are not made under any circumstances other than government closure of camp access roads on the conference opening date, or if conditions exist which in the opinion of the Old Oak Ranch Executive Director would not permit safe operation of the facility.**

Anytime: **\$25 Cancellation Fee**

121 or more days from start of conference: **Forfeiture of deposit**

91-120 days from start of conference **Payment of 50% of minimum charge**

61-90 days from start of conference **Payment of 75% of minimum charge**

60 days or less from start of conference: **Payment of 100% of minimum charge**

APPLIES TO JUNE & JULY CAMPS

Additional Requested Charges

Additional charges will be based on information provided in the Readiness Packet and added to the final contract.

Group Statement

We contract for the camp facilities at Old Oak Ranch per the above and agree to comply faithfully with all the rules of Old Oak Ranch as stipulated on the attached sheet. I understand that I/my Organization is fully responsible to pay the Minimum Total Charge (listed above) and hereby agree to do so despite circumstances that may arise. We understand that this camp is owned by the International Church of the Foursquare Gospel and will respect any doctrinal differences in an atmosphere of Christian love.

Required Signatures

By signing below, I am stating I have authority from the above named group to sign this contract and agree to the above "Group S

Group Authorized Signature:	Date:
Printed Name	
Position/Title:	

FOR OLD OAK RANCH OFFICE USE

By signing below, I, Old Oak Ranch's Executive Director, hereby agree to the above contracted terms.

Old Oak Ranch Authorization Signature:	Date:
Camp Manager Aaron Bull	email: pastoraaron@hopecommunity.cc
Old Oak Ranch	



26101 MAGIC MOUNTAIN PARKWAY, VALENCIA, CA 91355

PH: 661.255.4739 | FAX: 661.255.4172

2022 SPECIAL EVENT AGREEMENT

California-Nevada-Hawaii
 GROUP NAME: District of Kiwanis International CUSTOMER NUMBER: 3740
 CONTACT PERSON: TIM CUNNING E-MAIL: TIM@CNHKIWANIS.ORG
 PHONE #: 909.989.1500 FAX #: _____
 STREET ADDRESS: 8360 RED OAK STREET #201
 CITY: RANCHO CUCAMONGA STATE: CA ZIP: 91730

2022 SPECIAL EVENT INFORMATION

2022 EVENT DATE: Saturday, November 12, 2022 THEATRE: GOLDEN BEAR RALLY TIMES: 9AM & 11AM
1PM & 3PM
 PRIOR YEAR: 2021 # OF ATTD: 4034 EST. ATTD: 7,000 PARK HOURS: 10:30am - 8:00pm

2021 TICKET ORDER

# OF TICKETS	TICKET TYPE	COST/TICKET*
1,500	ADMISSION TICKET (HARD TICKET)	\$44.99
online	ONLINE PROMO CODE ADMISSION TICKET	\$44.99
online	ONLINE PROMO CODE ADMISSION TICKET + MEAL	\$65.99

*Does NOT include applicable taxes.

SPECIAL INSTRUCTIONS:

GROUP WILL BE CHARGED FOR ANY UNRETURNED TICKETS NOT EQUALING FINAL OUTING ACTUAL	▼
	▼
	▼

OTHER INSTRUCTIONS:

FOR SIX FLAGS USE ONLY						
CUSTOMER #	ZIP	PLU #1	PLU #2	PLU #3	SALES REP	NEW/RENEW
3740	91730				9	R

2022 SPECIAL EVENT AGREEMENT TERMS AND CONDITIONS

California-Nevada-Hawaii District of Kiwanis International

This is an agreement between Six Flags Magic Mountain (herein referred to as "SFMM") and

(herein referred to as "Group").

1. To receive your date and prices, a signed copy of the original agreement must be returned. Group represents and warrants that it has the full right and authority to enter into and fully perform the agreement, and the agreement constitutes a valid, binding and enforceable agreement of Group.
2. In the event that it is necessary for Group to cancel their scheduled event, the following guidelines will apply: ninety (90) days or more prior to the event will result in cancellation fee of \$1,500.00. Cancellation less than ninety (90) days prior to event will result in a penalty of \$5,000 plus any deposits received as liquidated damages for such cancellations, it being acknowledged that the exact amount of the damage sustained by SFMM is difficult, if not possible, to ascertain. In the event of a cancellation, Group agrees to return all consigned tickets within five (5) days.
3. The minimum ticket guarantee is 1,000 tickets for event at Golden Bear Theatre. If 1,000 ticket minimum is not reached, a \$500 theatre usage fee will be applied for groups of 500-999. A \$1,000 theatre usage fee will be applied for groups of 499 or less.
4. SFMM will provide Group with personalized, dated and consecutively numbered tickets for "Day Of" ticket sales. Upon receipt of the tickets, Group accepts responsibility for the full dollar value of all tickets should they become lost, stolen or misplaced and then redeemed. SFMM will not refund individuals for group tickets. They will be referred back to the Group for all refund matters. Group shall not in any way, resell, transfer or distribute the tickets to any third party. ONLINE PROMO CODE "KEYCLUB" will be used for all online sales. Admission only pricing will be \$50.00 per ticket (\$44.99 + 5.01 rebate to CNH Key Club). Catered Admission pricing to be \$71.00 (\$44.99 + \$21 meal + \$5.01 rebate to Key Club). Meal only option for passholders will be \$21.00 (no rebate to Key Club). Catered meal includes; Hot Dogs, Chicken Strips W/BBQ sauce, Caesar Salad, Potato Chips, Baked Beans, Popsicles, Ice Cream Novelties and Coca Cola products.
5. Six Flags will provide one promotional flyer no additional cost. Group agrees to accept responsibility for the distribution of special SFMM promotional material to promote awareness of special event.
6. Group agrees to return all unused tickets within 5 days following the event. Final billing for admission tickets will be based on all unreturned tickets, regardless of reason for said non-return. A final settlement of the tickets is due within 30 days following the event. Failure to provide payment upon due date is a material breach of this agreement. Monies owed to Six Flags Magic Mountain from hard ticket sales will be deducted from the rebate owed to Group.
7. At the conclusion of the event, please return unused tickets by trackable mail (i.e., Certified Mail, FedEx, Airborne Express, UPS, etc.) to: Six Flags Magic Mountain, 26101 Magic Mountain Parkway, Valencia CA 91355 ATTN: Event & Execution Team.

Group agrees to pay Six Flags in the form of credit card via secure PayPal link or in the form of one company/organization check made payable to Six Flags Magic Mountain. Please note your account number on your check for proper credit and remit via trackable mail to: Six Flags Entertainment Corporation, P.O. Box 732302, Dallas Texas 75373-2302. PLEASE DO NOT SEND TICKETS TO THE P.O. BOX - PAYMENTS ONLY!
8. Group shall indemnify, defend and hold Six Flags Theme Parks Inc. ("Six Flags") and its directors, employees, agents, subsidiaries and affiliates harmless from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever ("Loss") arising out of or relating to the breach by Group of any of its representations, warranties, agreements or obligations under Group's event/event agreement including, without limitation, any cancellation of the event/event agreement, except to the extent that such Loss is due to the gross negligence or willful misconduct of Six Flags.
9. Should any legal action or proceeding be brought with respect to the Group's event or this agreement, the unsuccessful party in any such action shall pay the successful party's reasonable attorney's fees and expenses and the court costs, in each case, incurred in connection therewith. The agreement shall be governed by the laws of the State of California without regard to choice of law principles. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.
10. Six Flags' trademarks, trade names, service marks, logos and symbols ("Marks") are, and shall remain, the sole and exclusive property of Six Flags. Group shall not use any Marks for any purpose without prior written approval. Group shall comply with, abide by, and take reasonable steps to acquaint all Group attendees with the rules and regulations of the Park. Appropriate attire is required at all times.
11. By signing below, agrees to the terms and conditions on this agreement. This agreement becomes effective upon receipt and approval by Six Flags Magic Mountain whereupon it shall become a binding contract. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.
12. Force Majeure: In the event any acts of God, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or any other event of a comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this agreement, the parties shall work in good faith to reschedule the date of the outing. If it is impossible or impracticable to reschedule the outing to a new date within 365 days of the original outing date, then Consignee may terminate this agreement upon written notice to Six Flags and all deposits paid pursuant to this agreement shall be refunded to customer/group/etc.

X _____

NAME: _____

TITLE: _____

DATE: _____

X _____

NAME: Bon Lohrli

SALES MANAGER

DATE: _____



1001 FAIRGROUNDS DRIVE
 VALLEJO, CA 94589
 Cell: (707) 334-5228
 Fax: (707) 557-5116

SIX FLAGS DISCOVERY KINGDOM 2022 Special Event Agreement

CUSTOMER NUMBER 1555 Event Date Saturday, October 22, 2022
 Group Name Cali-Nev-Ha Key Club
 Contact Name Tim Cunning Title Director - Service Leadership Programs
 Street Address 8360 Red Oak St. Ste. 201 City Rancho Cucamonga State CA Zip 91730
 Telephone # 1-877-597-1770 x.105 Fax # 510-550-2811
 E-Mail Address tim@cnhkiwanis.org

2022 Event pricing and details:			
Ticket Name	SFDK Price	Event Sale Price	Ticket Description – ADVANCE PURCHASE ONLY
Key Club Fall Rally Event Ticket	\$30.00 (includes 3% city fee)	\$36.00 (rebate = \$6.00)	Key Club Event Ticket Admission and rally only. Lunch not included
Key Club All You Can Eat Lunch Buffet	\$17.00 (includes sales tax)	\$17.00	Key Club Lunch Buffet Add-On Must be purchased NO LATER than 10/17/22. Buffet is from 12:00 PM – 3:30 PM & includes: hamburgers, hot dogs, mac & cheese, fruit, ice cream bars, and soft drinks
MEGA Meal Deal Voucher	\$23.00 (includes sales tax)	\$23.00	MEGA Meal Deal Voucher Add-On Redeemable for one meal, one snack and a refillable drink bottle w/ \$.99 refills at participating restaurants.
Discounted Parking Voucher	\$15.00	\$15.00	Discounted Parking Vouchers – \$10 savings

Six Flags Discovery Kingdom Responsibilities:

1. Admission Tickets, Lunch Wristbands, and Key Club Extras for Cali-Nev-Ha Key Club are to be sold online.
2. Event Timeline to include:
 - 10:30am–12:00pm = Exclusive ride time in DC Universe
 - 11:00am = Rally #1
 - 12:00pm–3:30pm = Lunch buffet for those who pre-purchased
 - 12:00pm–10:00pm = Regular park operating hours
 - 1:00pm = Rally #2
3. Distribute event-specific, detailed information to all SFDK employees assisting with event. Event information provided by Cali-Nev-Ha Key Club at least 4 weeks before event.
4. Provide Chabot Stadium (seating capacity TBD and based on local and state COVID safety guidelines) for all-day usage, including technical support staff for sound (if needed, request must be made at least 30 days in advance) and show ushers (host/hostess). Stadium set-up to include up to 4 tables with covering and chairs and two manned entry points with wristband verification.
5. Provide 3 parking spaces in Employee/Service entrance to be used by staff from Cali-Nev-Ha Key Club on event day.

Cali-Nev-Ha Key Club Responsibilities:

1. Provide specific detailed information (timeline of event) to be distributed to the Event Execution Supervisor and all SFDK employees assisting with this event no later than four (4) weeks before event day.
2. Provide host for Fall Rally
3. Cover costs of any additional fees related to event, if needed. SFDK will not provide monetary support if any is incurred.

4. Video/filming rights will require the surrendering of a signed Location Agreement provided b SFDK no later than thirty (30) days prior to event date.
5. Provide SFDK with Key Club's tax ID number or Social Security number of person financially responsible for the event.
6. Any use of the Six Flags name, likeness and other related indicia must be pre-approved by Six Flags Discovery Kingdom management at least two (2) weeks in advance.
7. Any unsold tickets must be returned no later than ten (10) business days after event. At that time, an invoice will be sent with final payment due within thirty (30) days. Accounts more than thirty (30) past due may be assessed a late fee of 1.5% per month, not to exceed 18% per year.
8. Provide a minimum attendance of 2500 guests. If the 2500-person minimum is not met, a sliding scale will be used for stadium fees as determined below:
 - Attendance of 1500 & below = \$2,500.00
 - Attendance of 1501-2499 = \$1,500.00
 - Attendance of 2500+ = \$0.00

This is an agreement between Six Flags Discovery Kingdom (herein referred to as "SFDK") and Cali-Nev-Ha Key Club (herein referred to as "Group").

To receive our date and prices, a signed copy of the original agreement must be returned within 30 days of receipt. Group represents and warrants that it has the full right and authority to enter into and fully perform the agreement, and the agreement constitutes a valid, binding and enforceable agreement of Group.

In the event that it is necessary for Group to cancel their schedule event, the following guidelines will apply: Ninety (90) days or more prior to the event will result in cancellation fee of \$5,000.00. Cancellation less than ninety (90) days prior to event will result in a penalty of \$10,000.00 plus any deposits received as liquidation for such cancellations, it being acknowledged that the exact amount of the damage sustained by SFDK is difficult, if not possible, to ascertain.

Group shall indemnify, defend and hold Six Flags Theme Parks Inc. ("Six Flags") and its directors, employees, agents, subsidiaries and affiliates harmless from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever ("Loss") arising out of or relating to the breach by Group of any of its representatives, warranties, agreements or obligations under Group's event/event agreement including, without limitation, any cancellation of the event/event agreement, except to the extent that such Loss is due to the gross negligence or willful misconduct of Six Flags.

Should any legal action or proceeding be brought with respect to the Group's event or this agreement, the unsuccessful party in any such action shall pay the successful party's reasonable attorney's fees and expenses and the court costs, in each case, incurred in connection therewith. The agreement shall be governed by the laws of the State of California without regard to choice of law principles. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.

Six Flags' trademarks, trade names, service marks, logos and symbols ("Mark") are, and shall remain, the sole and exclusive property of Six Flags. Group shall not use any Marks for any purpose without prior written approval.

Group shall comply with, abide by, and take reasonable steps to acquire all Group attendees with the rules and regulations of the Park. Appropriate attire is required at all times. All aspects of Group's event including, but not limited to, bringing entertainment or outside talent into the Park must be approved in advance by Six Flags.

Force Majeure: In the event any acts of God, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or any other event of a comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this agreement, the parties shall work in good faith to reschedule the date of the outing. If it is impossible or impracticable to reschedule the outing to a new date within 365 days of the original outing date, then Group may terminate this agreement upon written notice to Six Flags and all deposits paid pursuant to this agreement shall be refunded to customer/group/etc.

By signing below, Group agrees to the terms and conditions on this agreement. This agreement becomes effective upon receipt and approval by Six Flags Discovery Kingdom whereupon it shall become a binding contract. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.

Signature: _____	Signature: <u>Tami Thompson</u> _____
Cali-Nev-Ha Key Club	Six Flags Discovery Kingdom
Date	Date
Printed Name: _____	Printed Name: <u>Tami Thompson</u> _____
Title: _____	Title: <u>Sales Manager</u> _____

FOR SIX FLAGS USE ONLY.....

Account History:	Approvals:	SAM	Taxpayer ID #
New _____	Renew <u>X</u> _____	P/Y <u>2503</u>	_____

**TERMS AND
CONDITIONS FOR
OVERNIGHT EVENTS**

948785	Date	Time	First and Last Meals	Number of:	Estimated Number Of:	# of Rooms Reserved:
Arrival:	Friday, Oct 14, 2022	2:00 PM	Economy Buffet Dinner	Days: 3	Rooms: 22 1 King, 3 2-King, 12 Dorm Guests: 150	22 1 King, 3 2-King, 12 Dorm
Departure	Sunday, Oct 16, 2022	11:00 AM	Economy Buffet Breakfast	Nights: 2		
				Meals: 6		
Client Name:	Cal-Nevada-Hawaii District of Kiwanis International 2022			Contact Name:	Tim Cunning	
Address:	8360 Red Oak St Ste 201			Phone:	909-736-1705 (Work)	
City/State/Zip:	Rancho Cucamonga, CA 91730			Email:	tim@cnhkiwanis.org	
Type of Function:	Conference					

Booking and Deposit: Your booking date is considered tentative until your deposit and yellow copy of the signed agreement is received. The white copy is for your records. A deposit of \$8,575.00 is required in order to confirm your reservations.

Refund: Deposit will be refunded, less \$50.00 handling fee, if notice of cancellation is received 60 days prior to arrival. Once function has been guaranteed, the deposit becomes non-refundable. In the event Wonder Valley should cancel space prior to client's guarantee, a full refund will be due the client.

Guarantee and Assured Space Policy: Wonder Valley will assure space when the client can guarantee payment for the number of rooms blocked with a non-refundable deposit of \$25.00 per room, per night (to which the deposit fee may be applied). This guarantee may be made by the client or may be required by Wonder Valley at any time after the booking. Until the date of guarantee by the client, Wonder Valley reserves the right to resell any rooms not guaranteed and the client may cancel its obligations per the terms and conditions of this agreement.

Minimum Guarantee: Your package is based on a minimum guaranteed payment for 100 paid guests. Guarantee is based on full package overnight guests. Day Use only people, do not apply towards minimum guarantee. If not required sooner, a final guarantee must be given 15 days prior to arrival. Additional fees may apply for set-ups or rooming changes after this date.

Payment: Charges will be based on the minimum guaranteed, or actual number, whichever is greater. BALANCE OF THE BILL IS TO BE PAID PRIOR TO DEPARTURE. A 1-1/2% per month carrying charge will be added to all charges not paid within 15 days. Unless otherwise specified below, charges will be billed on one master bill and all correspondence and business is to be handled through one agency or representative. Acceptable payments to be made in cash, Visa, Mastercard, Amex or by above named client's check.

Additional Terms and Conditions: Terms and conditions below also apply.

HORSEBACK RIDING: Horseback riding is available on a first come, first served basis for an additional charge (certain restrictions apply). Space is limited, especially on weekends. For guaranteed space availability for your group, advanced arrangements are required.

ALCOHOL: In order to comply with state liquor laws, any alcoholic beverages consumed on the Wonder Valley property must be purchased from Wonder Valley. Any alcohol not purchased on the premises that is discovered by management in a public area will be confiscated. (This does not apply to private guest rooms).

Your Package Includes:

- Accommodations
- Guest Room Check in 4:00 pm _____ Please initial
- Guest Room Check out 11:00 am _____ Please initial
- Economy Lunch Buffet first day through Economy Breakfast last day
- One Meeting Room and Set-up
- Additional Meeting Rooms \$500 per Meeting Room per day
- Campfire
- Hot Chocolate & Smores
- Lifeguard,
- Boat Tender
- Horse Drawn Trolley Rides
- Pavillion/Outdoor Set Up
- Stage
- No Daily Maid Service
- Use of Recreational Facilities
- All Taxes & Service Charges

Package Rates:

- Single Occupancy, per person: \$405.00
- Double Occupancy, per person: \$362.00
- Triple Occupancy, per person: \$343.00
- Quad Occupancy, per person: \$333.00
- Dorm Occupancy, per person: \$331.00
- Campfire: \$45 flat fee (up to 2.5 hours)
- Hot Chocolate & Smores: \$2.50 per person
- Lifeguard: \$40 per lifeguard (2 hours minimum)
- Boat Tender: \$40 per boat tender (2 hours minimum)
- Horse Drawn Trolley Rides: \$225 per hour (Seats up to 12. Ride times tailored to group size)

Taxes: If package rates include state and local taxes, a change in these statutes will result in an adjustment to the contracted rates.

Optional Activities and Services: Facilities, activities and services not listed above are not included in your package.

Amendment: This contract may be amended by a written agreement, signed by both parties.

WONDER VALLEY RANCH SHALL NOT BE HELD LIABLE FOR FAILURE DUE TO FIRE, WEATHER, OR OTHER EVENTS BEYOND MANAGEMENT'S CONTROL.

WONDER VALLEY WILL NOT ASSUME ANY RESPONSIBILITY FOR THE DAMAGE OR LOSS OF ANY PERSONAL PROPERTY.

Wonder Valley reserves the right to increase prices due to unexpected changes in minimum wage insurance, energy, or workers comp costs. If the increase is greater than 7%, the client may choose to cancel within 14 days of notification with no penalty. Wonder Valley shall not impose any surcharges on the cost of your function less than 30 days prior to arrival.

Unless otherwise noted below, this agreement also gives Western Camps Inc permission to use and edit any photos taken during your event at Wonder Valley Ranch Resort for promotional purposes.

We DO NOT give consent to use or take our photos for promotional purposes

Accepted by: _____

Date: _____

Accepted by:  _____
Wonder Valley Ranch Resort

Date:  _____

Feb 24, 2022 10:51 AM

**LICENSE AGREEMENT**

Thursday, April 20, 2023 - Sunday, April 23, 2023

License # 8645

SUMMARY OF BASIC TERMS

The following Basic Terms are incorporated into the License Agreement entered into by and between SMG Ontario, LLC, (hereinafter "SMG Ontario") for the facilities known as the Ontario Convention Center located at 2000 E. Convention Centre Way, Ontario, California (hereinafter referred to as "the CENTER") and **CAL-NEV-HA DISTRICT OF KIWANIS INTERNATIONAL** hereinafter referred to as "LICENSEE").

LICENSEE: CAL-NEV-HA DISTRICT OF KIWANIS INTERNATIONAL**LICENSEE'S ADDRESS: 8360 Red Oak St, Rancho Cucamonga, California 91730****LICENSEE'S CONTACT: Mark McDonald****CONTACT EMAIL: mark@cnhkiwanis.org****CONTACT PHONE: 510-562-7055****EVENT NAME: Cal-Nev-Ha Key Club Convention** (hereinafter "Event")**LICENSE FEE:** LICENSEE will pay an Event Licensee Fee of **\$35,000.00**.**FOOD AND BEVERAGE MINIMUM REVENUE:** LICENSEE agrees to order a minimum of \$ **110,000.00** in Food & Beverage during this Event, exclusive of administrative fee and taxes.**OTHER FEES:** LICENSEE agrees to \$TBD in additional fees during this Event, exclusive of administrative fee and taxes.**LICENSE DUE:** In order to confirm your dates, space, and rental fees, this License Agreement must be executed and returned by **03/25/22**.**INSURANCE DUE DATE:** Insurance Certificates and Additional Insured Endorsements are due by **03/21/23**.**PAYMENT SCHEDULE:**

Payment Description	Amount	Due Date
Initial Deposit	\$7,000.00	Friday , March 25, 2022
Payment #1	\$28,000.00	Monday, February 20, 2023
Final Payment	Final Event Order Balance Due	Monday, March 20, 2023

LICENSED AREAS:

Start Date	Start Time	End Date	End Time	Space	Usage
04/20/23	08:00 AM	04/20/23	11:59 PM	Executive Board Room 101	Office
04/20/23	08:00 AM	04/20/23	11:59 PM	Hall AB	General Session

04/20/23	08:00 AM	04/20/23	11:59 PM	Meeting Room 100AB	Breakout
04/20/23	08:00 AM	04/20/23	11:59 PM	Meeting Room 102	Breakout
04/20/23	09:00 AM	04/20/23	11:59 PM	Meeting Room 103	Breakout
04/20/23	12:00 AM	04/23/23	11:59 PM	Meeting Room 104B	Breakout
04/20/23	08:00 AM	04/20/23	11:59 PM	Meeting Room 107ABC	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Ballroom ABC	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Executive Board Room 101	Office
04/21/23	08:00 AM	04/21/23	11:59 PM	Executive Board Room 205	Office
04/21/23	08:00 AM	04/21/23	11:59 PM	Hall AB	General Session
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 100AB	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 102	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 103	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 104A	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 105	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 106	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 107ABC	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 200ABC	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 201AB	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 202AB	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 203ABC	Breakout
04/21/23	08:00 AM	04/21/23	11:59 PM	Meeting Room 204	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Ballroom ABC	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Executive Board Room 101	Office
04/22/23	08:00 AM	04/22/23	11:59 PM	Executive Board Room 205	Office
04/22/23	08:00 AM	04/22/23	11:59 PM	Hall AB	General Session
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 100AB	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 102	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 103	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 104A	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 105	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 106	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 107ABC	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 200ABC	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 201AB	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 202AB	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 203ABC	Breakout
04/22/23	08:00 AM	04/22/23	11:59 PM	Meeting Room 204	Breakout
04/23/23	08:00 AM	04/23/23	11:59 PM	Ballroom ABC	Breakout
04/23/23	08:00 AM	04/23/23	11:59 PM	Executive Board Room 101	Office
04/23/23	08:00 AM	04/23/23	11:59 PM	Hall AB	General Session
04/23/23	08:00 AM	04/23/23	11:59 PM	Meeting Room 100AB	Breakout
04/23/23	08:00 AM	04/23/23	11:59 PM	Meeting Room 102	Breakout

This License Agreement ("Agreement") is entered into by and between the SMG ONTARIO, LLC, a California limited liability company with corporate offices located at 2000 E. Convention Center Way, Ontario, California, ("SMG ONTARIO") and Cal-Nev-Ha Key Club Convention with primary offices located at 8360 Red Oak St, Rancho Cucamonga, California ("LICENSEE").

SECTION 1 GRANT OF LICENSE; LICENSE PERIODS; EVENT REQUIREMENTS

1.1 Grant of License SMG ONTARIO hereby grants to LICENSEE the exclusive right to use certain areas within the Ontario Convention Center and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Licensed Areas"). LICENSEE, its guests, exhibitors, patrons or invitees, shall have the exclusive right to use the Licensed Areas during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Licensed Areas. LICENSEE acknowledges that neither it, nor its attendees, exhibitors, contractors, patrons or invitees of any kind may use the Common Areas for marketing, promotion, exhibition or any other use, unless expressly permitted, and under such terms and conditions as set forth, by SMG ONTARIO. Notwithstanding the foregoing, LICENSEE may use Common Areas for registration, coat check, baggage storage and other similar administrative or convenience services, subject to reasonable conditions and restrictions placed on such use by SMG ONTARIO.

LICENSEE understands and agrees that this Agreement is a license for use of the specified Licensed Areas and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other rental agreement that would confer on LICENSEE any rights as a tenant under California landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Licensed Areas, Common Areas and services may be terminated in accordance with the terms set forth in this Agreement.

In the event LICENSEE's use of the Licensed Areas commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. SMG Ontario may charge an additional license fee for such extended use.

1.2 Event Requirements No later than 60 days before the first day of the event, LICENSEE shall provide SMG ONTARIO, for SMG ONTARIO's approval, six (6) copies of a full and complete floor plan (no less than 1/16 scale) for the event, and, if requested, furnish a description of all electrical, communications systems, and plumbing work. Such floor plans shall indicate all spaces to be used for exhibits, registration, demonstration areas and stages and include certified approval from the Ontario Fire Marshal. SMG ONTARIO hereby reserves the right, by written notice to the LICENSEE within ten (10) days of receipt of the floor plan, to require LICENSEE to make such changes, deletions and additions in the floor plan and the operation policies described therein as SMG ONTARIO and Fire Marshal may deem reasonable, necessary or desirable to the safe and efficient operation of the CENTER. **Failure to comply with this provision may be cause for cancellation of your event and loss of fees.**

LICENSEE shall provide SMG ONTARIO with all other information required by SMG ONTARIO concerning the event such as room or hall set-ups, staging, and food and beverage requirements no later than 60 days before the first contracted move-in day. In no event will SMG ONTARIO be responsible for any injury, harm, or damage arising from the late delivery of any such information. **If LICENSEE fails to provide this information as required, it shall pay to SMG ONTARIO the cost of SMG ONTARIO's additional labor and any other fees arising from such delay. SMG ONTARIO shall be the sole judge of what additional labor or fees are required as a result of the delay. Any changes concerning the event requested by the SMG ONTARIO within ten (10) days of the first day of the event may be subject to a premium charge.**

LICENSEE acknowledges that it bears the sole risk of loss if it sells exhibit space within the CENTER before performing all of its obligations under this Agreement, including but not limited to payment of all fees due under this Agreement, obtaining SMG ONTARIO's approval of floor plans, supplying certificates or policies of insurance pursuant to Section 5. In the event the submitted floor plan by the LICENSEE for Exhibit Hall blocks, any portion of the concession areas within the CENTER, thereby preventing the ability for the CENTER's concession sales, a food buyout of \$2.00 per person from the estimated attendance will be assessed. Pricing per person is subject to change without prior notice.

SECTION 2 LICENSE FEE; CHARGES FOR SERVICES; PAYMENT

2.1 License Fee. LICENSEE shall pay SMG ONTARIO the License Fee set forth in the Summary of Basic Terms.

2.2 Ancillary Services Fee. In addition to the License Fee, LICENSEE shall pay for services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. SMG ONTARIO may in its discretion require payment of deposits on the Ancillary Services Fee prior to LICENSEE's Event.

2.3 Payment. The License Fee is due and payable upon execution of this Agreement. Alternatively, incremental deposits shall be made on the dates and in the amounts set forth in the Summary of Basic Terms. All deposits are non-refundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 7.2. Any unpaid License Fee, Ancillary Services Fee, or other amounts owed to SMG ONTARIO are due and payable upon demand or presentation of an invoice to LICENSEE. Invoices that remain unpaid after thirty (30) days shall accrue interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month. All accounts turned over for collections or legal pursuits are charged reasonable collection costs/attorney fees.

SECTION 3 SERVICES

3.1 Services Provided by SMG ONTARIO. SMG ONTARIO shall furnish, without cost to LICENSEE on days of the Event (Event Day(s)) (fees may apply for heat, air conditioning or overhead lighting during move-in/out), normal heat or air conditioning, overhead lighting, restroom facilities, janitorial services consisting of cleaning of common public areas, and one set-up per contracted Event Day(s) for meeting, general session, or banquet areas, provided that LICENSEE complies with the requirements of this paragraph. Inventory is based upon availability. The LICENSEE or its exhibitors, or performers shall pay the cost of audio, video, telecommunications, data, fiber, Internet, special lighting, electricity, gas, water or other utilities required for exhibits or performances depending on which party orders the services. It is specifically understood that in the event SMG ONTARIO is unable to furnish any of the foregoing services resulting from circumstances beyond the control of SMG ONTARIO, then such failure shall not be considered a breach of this Agreement.

3.2 Other Services. LICENSEE shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by Paragraph 3.1. SMG ONTARIO shall provide all personnel services in support of the LICENSEE's activities, including but not limited to, emergency medical technicians, door attendants, ticket sellers and takers, dock attendants, security and ushers. Final determination of the number of personnel and the hours worked by the various categories shall be at the discretion of SMG ONTARIO after consultation with the LICENSEE. LICENSEE shall pay for all event personnel at prevailing rates established and on file in SMG ONTARIO's administrative office. The LICENSEE shall be responsible for making all arrangements with SMG ONTARIO for all program requirements and staffing. Such arrangements shall be coordinated and approved by SMG ONTARIO at least sixty (60) days before the beginning of the term of this Agreement. In the event the LICENSEE fails to do so, then the decision of SMG ONTARIO shall control, and the LICENSEE shall be financially responsible for all charges for such services and equipment so furnished.

3.3 Exclusive Services. The following services required by LICENSEE in connection with its Event and/or use of the Licensed Areas, Common Areas or the Facilities shall be provided exclusively by SMG ONTARIO or providers under contract with SMG ONTARIO ("Contract Providers"):

- Audio/Visual/Telecommunications/Data/Fiber/Internet;
- Utilities (electrical, water, drainage, etc.)
- Security;
- Sound (In-house system);
- Rigging Points;
- Food and Beverage/Novelties/Concession Sales/Exhibitor Booth Catering (except novelties and merchandise germane to the Event as explicitly approved in advance by SMG ONTARIO);
- Business Service Centers in Public Areas;
- All Common Area Cleaning Services; and
- Ontario Police personnel and/or Ontario Fire personnel.

LICENSEE shall pay Ancillary Services Fee as established by SMG ONTARIO for services provided by SMG ONTARIO.

PROjection Presentation Technology, Inc. is the exclusive in-house Audio-Visual and Rigging provider of the CENTER. As a full-service company, capable of supplying professional presentation equipment, show management, and creative design, PROjection is the ONLY authorized operator of the CENTER's permanently installed sound system. Should you choose to retain the services of an outside audio-visual supplier, you will be responsible for all equipment and labor costs required to integrate into the house sound system, all associated electrical fees, load-in/load-out liaison hours, and additional buy-out fees dependent

upon individual room usage. PROjection is the exclusive rigging provider of the CENTER and no outside rigging provider will be permitted.

3.4 Approved Services. LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 8.4.

3.5 Additional Services. SMG ONTARIO may provide other services, equipment, materials, and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee as established by SMG ONTARIO for such additional services.

3.6 Concessions and Catering. SMG ONTARIO's caterer, Premier Catering, is the agent of SMG ONTARIO and provides exclusive catering and other services on behalf of SMG ONTARIO, as principal. SMG ONTARIO reserves for itself or its agents, contractors of concessionaires the sole right to the sales and serving of all on-site consumable foods, confections and beverages (alcoholic and nonalcoholic). LICENSEE shall not give away or sell items under the terms of this Agreement without the written permission of SMG ONTARIO. LICENSEE shall pay such rates or fees as SMG ONTARIO shall determine for waiver of SMG ONTARIO's exclusive rights as set forth herein.

In the event the LICENSEE has declined food and beverage service at the time of contract signing and a request for service is made on the day of the event, a minimum service fee of \$100.00 will be charged by SMG ONTARIO. A labor fee of \$100.00 is applicable to all events under 25 people.

3.7 Outside Food and Beverage. No outside food and beverage is allowed.

SECTION 4 POLICIES, RULES AND REGULATIONS; MEDIA RIGHTS; CONDITION OF PROPERTY

4.1 Policies, Rules and Regulations.

(a) LICENSEE agrees to comply with SMG ONTARIO's Policies, Rules and Regulations (collectively "PR&Rs," in existence as of the date of this Agreement or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the CENTER and acknowledges receipt of a copy of the same. LICENSEE understands these Policies, Rules and Regulations may be amended prior to LICENSEE's Event and agrees to comply with any such amendments. SMG ONTARIO will use its best reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current PR&Rs. LICENSEE acknowledges receipt of a copy of the Policies, Rules and Regulations by signing this Agreement.

(b) LICENSEE shall be solely liable for any and all losses, liabilities, claims, damages and expenses (including reasonable costs of investigation and attorneys' fees) (collectively, the "Losses") occurring at the CENTER (whether within or without the Licensed Areas) caused to SMG ONTARIO, the owner of the CENTER referred to herein as the City of Ontario and/or persons and/or property in, on, or near the CENTER before, during, or after an Event, by (i) LICENSEE's failure to comply with any and all federal, state, foreign, local, and municipal regulations, ordinances, statutes, rules, laws, constitutional provisions, and common laws (collectively, the "Laws") applicable to LICENSEE's performance of this Agreement and/or activities at the CENTER, (ii) any unlawful acts on the part of LICENSEE or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iii) the negligent acts, errors and/or omissions or the willful misconduct of LICENSEE or its officers, directors, agents, employees, subcontractors, licensees, or invitees, (iv) the material breach or default by LICENSEE or its officers, directors, agents, or employees of any provisions of this Agreement, including, without limitation, the provisions of Section 4.2 hereof (relating to intellectual property matters), Section 12.12 hereof (relating to the Civil Rights Act), and Section 12.11 hereof (relating to the Americans with Disabilities Act), and (v) any and all rigging from or to the physical structure of the CENTER or any fixture thereto, set-up, alterations, and/or improvements at or to the Facility necessitated by and/or performed with respect to the Event.

(c) LICENSEE shall conduct business in the CENTER in a dignified and orderly manner with full regard for public safety and in conformity with SMG ONTARIO's General Policies and Regulations, including fire and safety rules as required by SMG ONTARIO and/or local fire regulations, as such may exist from time to time. LICENSEE agrees that it will not allow any officer, agent, employee, Licensee or invitee at, in or about the CENTER who shall, upon reasonable grounds, be objected to by SMG ONTARIO and such person's right to use the CENTER may be revoked immediately by SMG ONTARIO.

4.2 Music Licensing and Intellectual Property. With respect to any Event at the CENTER, LICENSEE shall comply fully with any and all local, state, and federal laws, regulations, rules, constitutional provisions, common laws, and rights of others

applicable to the reproduction or performance of proprietary or copyrighted materials and works of third parties (the "Works"), and to the protection of the intellectual property rights associated with such Works. The fees payable by LICENSEE under this Agreement do not include royalty, copyright or other payments which may be payable on behalf of third party owners of such Works, and LICENSEE agrees hereby to make any and all such payments to third parties and/or clearinghouse agencies as may be necessary to lawfully perform, publish or reproduce any such Works. LICENSEE specifically agrees, undertakes, and assumes the responsibility to make any and all reports to such agencies and/or parties, including specifically by way of example only (and not by way of limitation) ASCAP, BMI, SAG, SESAC and other similar agencies. LICENSEE agrees hereby to produce evidence of such reports and payments to SMG ONTARIO, including evidence of compliance with the requirements of this paragraph to be provided to SMG ONTARIO in advance of any such Event. Provision of such evidence is a material condition of this Agreement. LICENSEE agrees to indemnify, defend, protect and hold harmless SMG ONTARIO and all other Indemnitees (as defined in this Agreement) of and from all and all manner of Losses arising in any way from the use by LICENSEE of proprietary intellectual property of third parties (whether such claims are actual or threatened) under the copyright or other laws of the United States. The foregoing indemnity shall apply regardless of the means of publication or performance by LICENSEE, and shall include specifically and without limitation the use of recordings, audio broadcasts, video broadcasts, Works on other magnetic media, sounds or images transmitted via the worldwide web, chat rooms, webcast, or on-line service providers, satellite or cable, and all other publication or performance means whatsoever, whether now known or developed after the date of this Agreement.

4.3 Television and Broadcasting Rights. LICENSEE shall not televise or broadcast any Event scheduled to be presented in the Premises or the CENTER under the terms of this Agreement without the prior written approval of SMG ONTARIO. LICENSEE is responsible for obtaining approval and registering for music licensing.

4.4 Defacement of Property; Signs and Posters. LICENSEE shall not do, or permit to be done, upon the Premises or the CENTER anything that will tend to injure, mar or in any manner deface the Premises or the CENTER and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the CENTER, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the CENTER. LICENSEE shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the CENTER unless relating to the event or exhibition to be given on the Premises and which meet with the approval of SMG ONTARIO. No helium balloons, glitter or confetti are allowed at the Center, the Licensed Areas and the Common Areas or on the premises of the Center.

Notwithstanding anything to the contrary set forth herein, LICENSEE shall be solely responsible and liable for any and all losses arising out of any and all rigging from or to the physical structure of the CENTER or any fixture thereto, set-up, alterations, and/or improvements at or to the CENTER necessitated by and/or performed with respect to the event.

LICENSEE shall pay all costs to return the CENTER to SMG ONTARIO in the same condition as received including but not limited to cleaning, trash dumping, as well as any costs to repair or replace property at the CENTER damaged or lost during the term of this agreement, normal wear and tear excepted, or unless the CENTER or the property at the CENTER are damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of the SMG ONTARIO, its employees or subcontractors. This paragraph also applies to any damages caused by LICENSEE's Service Contractors (see Paragraphs 3.4 and 8.4).

In addition, all consumer shows shall strictly adhere to City of Ontario Municipal Code Section 5, Subsection 1.11, Posting in Public Places. The ordinance reads: *"No person shall post, stick, stamp, paint, or otherwise fix, or cause the same to be done by any person, any notice, placard, bill, card, poster, advertisement, or other paper of device calculated to attract the attention of the public to or upon any sidewalk, crosswalk, curb, curbstone, flagstone, or any other portion of part of any public way or public place, or any lamp post or electric light, telegraph, telephone, or trolley line pole, or any railway structure, hydrant, shade tree, or tree box, or upon the piers, columns, trusses, girders, railings, gates, or other parts of any public bridge, viaduct, or other public structure or building, or upon any pole, box, or fixture of the fire alarm or police telegraph system, except such paper or device which may be authorized or required by the laws of the United States, State, or City"*. If said Municipal Code is not conformed to, then LICENSEE will be assessed a \$2,500.00 penalty to be collected on behalf of the CITY OF ONTARIO Code enforcement by SMG ONTARIO.

SECTION 5 INDEMNIFICATION; INSURANCE

5.1 Indemnification. LICENSEE shall indemnify, hold harmless and defend the SMG ONTARIO, CITY OF ONTARIO, and their respective members, officers, directors, agents and employees from and against any and all claims, suits, damages, actions, costs, and expenses (including reasonable attorneys' fees) arising out of or connected with, whether directly or indirectly, LICENSEE's operations on or in the Facilities, or the use or occupancy of the Facilities by LICENSEE, its employees, agents, contractors, patrons,

guests, exhibitors, licensees, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE, unless the claim or suit arises out of the sole negligence or willful misconduct of the parties to be indemnified, their employees or agents.

5.2 Insurance. Notwithstanding the indemnification requirements of Section 5.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period to 11:59 p.m. on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover the extended License Period. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

(1) Commercial General Liability policy with coverage as broad as ISO CG0001 in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as named additional insureds, to SMG ONTARIO, the CITY OF ONTARIO, to the limit of not less than TWO MILLION DOLLARS (\$2,000,000.00);

(2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 0001) with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LICENSEE's use of vehicles in connection with this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable; and,

(3) Worker's Compensation Insurance as required by law.

All insurance policies provided by LICENSEE in satisfaction of this Section 5.2, other than Worker's Compensation insurance, shall include the following additional insured endorsement language:

SMG ONTARIO, LLC, ONTARIO CONVENTION CENTER, CITY OF ONTARIO, AND THE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THESE THREE ENTITIES ARE NAMED AS ADDITIONAL INSURED.

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the SMG ONTARIO, as soon as LICENSEE becomes aware of the cancellation. If directed by SMG ONTARIO, LICENSEE shall immediately obtain substitute insurance, acceptable to SMG ONTARIO in its sole discretion and evidenced by an appropriate certificate, within ten (10) days of the cancellation, but in no event later than the first (1st) Move-In Date or Start Time. Failure to comply with the insurance requirements herein shall be considered a material breach of this Agreement.

The LICENSEE and SMG ONTARIO agree, and LICENSEE understands that the specified coverage or limits of insurance in no way limits the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

5.3 Failure to Provide Proof of Insurance. In the event LICENSEE fails to provide the required certificates of insurance by the due dates, SMG ONTARIO shall have the right to cause policies meeting the requirements of this section to be issued in LICENSEE's name and the premiums for such insurance shall be payable by LICENSEE to SMG ONTARIO as an Ancillary Services Fee in accordance with Section 2.2 of this Agreement.

SECTION 6 BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, SMG ONTARIO shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by SMG ONTARIO, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or SMG ONTARIO's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, SMG ONTARIO shall have the right, without further notice, to invoke any or all of the following remedies:

- (1) Require and retain additional security for LICENSEE at LICENSEE'S expense;
- (2) Terminate this Agreement and revoke the License granted hereunder;
- (3) Enter and take possession of the Licensed Areas and remove all persons and property, without instituting any legal proceedings;

- (4) Withhold all payments made to SMG ONTARIO and apply the same to offset SMG ONTARIO’s compensatory or liquidated damages; and,
- (5) Institute legal proceedings to recover damages.

SECTION 7 CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Cancellation; Liquidated Damages. If LICENSEE cancels it’s Event, its use of some portion of the Licensed Areas, some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in Section 7.2, deposits paid shall be forfeited and applied to offset SMG ONTARIO’s Liquidated Damages as provided herein. The LICENSEE and SMG ONTARIO agree that the damages to SMG ONTARIO resulting from cancellation of the Event or any portion of the Licensed Areas or License Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the LICENSEE and SMG ONTARIO agree that, in the event of cancellation or termination, LICENSEE shall pay to SMG ONTARIO Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event Move-In date. LICENSEE agrees to pay the Liquidated Damages to SMG ONTARIO within thirty (30) days of written notice of cancellation.

LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT

<u>Event Move-in Date from Cancellation Date</u>	<u>Amount of Liquidated Damages</u>
24 months or More	25% of License Fee
12 months to 24 months	50% of License Fee
Less than 12 Months	100% of License Fee

7.2 Force Majeure. If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; infectious disease, declared war in the United States; government regulation, including, but not limited to, government (local or national) imposed restrictions on maximum meeting size where such restrictions would apply to Group’s Event within the 60 days prior to the scheduled Event dates and/or the issuance of a “Level 3 Travel Warning” by the Centers for Disease Control and Prevention that advises travelers to avoid all non-essential travel to where the Hotel is located and which travel advisory is in effect over the Event dates; terrorist attacks in the city in which the Hotel is located; civil disorder or riots within a ten mile radius of the Hotel; or decisions by participating schools regarding extracurricular activities that prevents at least 30% of the attendees from arriving for the first peak night of the Event) any of which makes it illegal or impossible or commercially impracticable to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party within ten (10) days of the occurrence.

If the Event is properly cancelled due to a valid force majeure occurrence, 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.). Hotel agrees that Group will not be charged any expenses if it cancels more than 7 days prior to the Event.

If the parties mutually agree that a valid force majeure event has occurred, and notwithstanding such fact, the parties mutually agree to proceed with the Event, then taking into account the nature of the unforeseen occurrence and its actual adverse effect on the Event, the parties agree to negotiate in good faith an amendment to the performance (attrition) clauses of this Agreement as may be necessary to reasonably accommodate both parties' interests.

SECTION 8 LICENSEE’S RIGHTS AND OBLIGATIONS

8.1 Inspection. LICENSEE shall have the right to inspect the Facilities and the Licensed Areas prior to executing this agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Licensed Areas and to determine damage, if any, resulting from LICENSEE's activities. SMG ONTARIO warrants that the Facilities and Licensed Areas will be in a suitable condition for the uses contemplated by the LICENSEE during the Licensed Periods.

8.2 Compliance with Laws. Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, licensees or invitees to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

8.3 Licenses and Permits. LICENSEE shall obtain any licenses and permits required by federal, state, county, or city laws and shall permit inspection by appropriate agencies or departments.

8.4 Service Contractors. Subject to Section 3, at least sixty (60) days prior to the beginning of License Period, LICENSEE shall submit to SMG ONTARIO a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). SMG ONTARIO may require its approval of certain Service Contractors prior to services being rendered.

8.5 Non-discrimination. LICENSEE acknowledges and understands that SMG ONTARIO has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Licensed Areas, neither LICENSEE, nor its agents, employees, exhibitors or contractors, shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of federal, state or local laws.

8.6 Payment of Taxes. LICENSEE acknowledges and understands that state and/or local taxing authorities may impose a tax or other assessment on LICENSEE's use of the Facilities (a possessory use tax) and that LICENSEE shall be solely liable for payment of this, and any other taxes levied on its use of the Facilities.

8.7 Sale of Novelties and Merchandise Notwithstanding. SMG ONTARIO retains exclusive rights with respect to the sale of novelties and merchandise. LICENSEE may distribute or sell items that are specifically germane to the nature or purpose of LICENSEE or its Event, as determined and approved with prior written consent by SMG ONTARIO.

8.8 Complimentary Tickets. Licensee agrees to provide SMG Ontario with 50 complimentary tickets no later than 3 days prior to the start of the event. (Tickets will be given to your Event Manager). These tickets will be distributed by the Executive Management of the CENTER for use by SMG Ontario clients, CITY OF ONTARIO officials, staff and guests.

SECTION 9 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY

9.1 SMG ONTARIO's Right of Entry and Control. The CENTER, the Facilities, including the Licensed Areas, shall at all times be under the charge and control of SMG ONTARIO, whose duly authorized representatives shall have unfettered access to, and the right to enter, all areas in the Facilities including the Licensed Areas at any time, provided such entry does not interfere with LICENSEE's use. The SMG ONTARIO's duly authorized representatives also shall have the unfettered right to inspect the Licensed Areas at any time to ensure that LICENSEE's use of such areas is in accordance with this Agreement and the rules and policies applicable to the Facilities. In the event that the SMG ONTARIO determines that LICENSEE is violating the Agreement or such Policy, Rules and Regulations (see paragraph 4.1 above), SMG ONTARIO shall have the right to terminate this Agreement in its sole discretion, or alternatively, to require LICENSEE to come into compliance within a period of time to be determined by the SMG ONTARIO in its sole discretion.

9.2 Ejection of Disorderly Persons. All persons associated with LICENSEE's event including but not limited to attendees, guests, exhibitors/vendors, and Service Contractors must adhere to the CENTER's Policy, Rules and Regulations. SMG ONTARIO shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such ejection.

9.3 Security Levels. SMG ONTARIO shall be the sole provider of security in the CENTER, loading dock areas and for the facility perimeter. LICENSEE may be required to contract for event security staffing or with the Ontario Police within Licensed Space. SMG ONTARIO shall have the sole right to determine the minimum level of all security required for LICENSEE'S Event. All security and staffing plans must be submitted to the SMG ONTARIO at least sixty (60) days in advance for approval.

SECTION 10 REPRESENTATIONS AND WARRANTIES

SMG ONTARIO and LICENSEE hereby represents and warrants to the other party, and agrees as follows:

- (a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;
- (b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; and
- (c) No litigation or pending or threatened claims of litigation exist which do or might adversely affect its ability to fully perform its obligations hereunder or the rights granted by it to the other Party under this Agreement.

SECTION 11 COVENANTS

LICENSEE hereby covenants as follows:

- (a) LICENSEE shall not occupy or use the CENTER except as provided in this Agreement.
- (b) LICENSEE shall comply with all legal requirements which arise in respect of the use of the CENTER, as well as the use and occupation thereof.
- (c) LICENSEE shall not cause or permit any Hazardous Material to be used, stored, or generated on, or transported to and from the CENTER and its premises. "Hazardous Material" shall mean, without limitation, those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law.
- (d) LICENSEE shall not broadcast by television or radio any Event scheduled to be presented in the CENTER and the Licensed Areas under the terms of this Agreement without the prior written approval of SMG ONTARIO.
- (e) LICENSEE shall not cause or permit food or beverage, beer, wine, or liquors of any kind to be sold, given away, or used upon the CENTER and the Licensed Areas except upon prior written permission of SMG ONTARIO.
- (f) LICENSEE shall not operate any equipment or materials belonging to SMG ONTARIO without the prior written approval of SMG ONTARIO.
- (g) No portion of any passageway or exit shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the CENTER and the Licensed Areas are in use. Moreover, all designated exit ways shall be maintained in such manner as to be visible at all times.
- (h) LICENSEE shall not encumber, hypothecate, or otherwise use as security its interests in this Agreement for any purpose whatsoever without the express written consent of SMG ONTARIO.
- (i) LICENSEE shall not engage in the sale and/or distribution of food and/or beverages at the CENTER without the express written consent of SMG ONTARIO.
- (j) LICENSEE shall use the CENTER and its logo (the "Center's Logo") in all advertising controlled by or done on behalf of LICENSEE relating to an Event, including, but not limited to, television, internet, newspaper, magazine, and outdoor advertising. LICENSEE's right to use the Center's Logo shall be limited to the specific, express purpose set forth in the foregoing sentence and/or as otherwise authorized by SMG ONTARIO in writing prior to the use thereof. In connection with LICENSEE's use of the Center's Logo as permitted in this Agreement, LICENSEE shall use only the form of the Center's Logo as provided by SMG ONTARIO to LICENSEE in any artwork or other depiction thereof.

SECTION 12 GENERAL PROVISIONS

12.1 Vacation of Premises. In the event that the Premises or any portion thereof is not vacated by LICENSEE at the end of the periods set forth herein, then SMG ONTARIO shall be and is hereby authorized to move from the Premises, at the expense of the LICENSEE, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and SMG ONTARIO shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and SMG ONTARIO is hereby expressly released from any and all claims for damages. For such additional period between the Term or License Period set forth herein, if any effects of LICENSEE or their exhibitors remain in or on the Premises, SMG ONTARIO shall be entitled to charge the sum per day as damages, as provided in the Summary of Basic Terms.

12.2 Abandoned Equipment and Lost or Misplaced Articles. Any equipment or personal property belonging to LICENSEE or its agents, servants, employees, contractors, invitees, patrons, guests, vendors, which remains in the Facilities or the Licensed Areas after the License Period, shall be deemed abandoned and may be disposed of by SMG ONTARIO at LICENSEE's sole expense. SMG ONTARIO shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

12.3 Non-Exclusive Right. SMG ONTARIO retains the right to use and/or license use of such portions of the CENTER as are not licensed by this Agreement. SMG ONTARIO warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with LICENSEE's enjoyment of the rights granted under this License.

12.4 Advertising. LICENSEE agrees not to allow any advertising media, in advertising the Event for which LICENSEE is granted this License, to imply that SMG ONTARIO is sponsoring such Event or is in fact cosponsored by SMG ONTARIO unless agreed to in writing by SMG ONTARIO. LICENSEE agrees that all advertising of the Event will be honest and true, and will include accurate information. If the Ontario Convention Center's logo, photo and or name are used, prior written approval from SMG ONTARIO must be obtained before final printing.

12.5 Interruption or Termination of the Event. SMG ONTARIO retains the right to cause the interruption of the Event in the interest of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of SMG ONTARIO, such act is necessary in the interest of public order or safety. LICENSEE hereby waives any claim for damages or compensation should this Agreement be so terminated.

12.6 Applicable Law, Venue and Jurisdiction. This Agreement shall be governed by and construed in accordance with California law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the San Bernardino County Superior Court or the Federal District Court for the Central District of California. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the State of California which constitutes sufficient minimum contacts with SMG ONTARIO to permit the Courts of California to assert jurisdiction over LICENSEE in any action brought by SMG ONTARIO.

12.7 Attorneys' Fees. The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys' fees, court costs, in addition to any other similar compensation.

12.8 Delivery of Notices. Subject to any provision to the contrary, any statement, notice, request, demand, consent or approval under this Agreement must be in writing and personally delivered, sent via email, sent by overnight courier service, or sent by United States registered or certified mail, postage prepaid, return receipt requested and shall be deemed to have been given upon the date of personal delivery, the date the email was sent by sender, the next business day following deposit with an overnight courier or five (5) days after deposit in the United States mail, provided that in the case of communications sent by overnight courier service or United States registered or certified mail, the communication is addressed to the respective parties at the following addresses (either party may, by written notice, designate a different address):

To SMG ONTARIO: Ontario Convention Center
2000 E. Convention Center Way Drive
Ontario, California 91764
Attention: Michael K. Krouse, President & CEO

To LICENSEE: At the address set forth in the Summary of Basic Terms

12.9 Partial Invalidity. If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

12.10 Assignment; Subletting Licensed Areas. LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Licensed Areas or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Licensed Areas in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without SMG ONTARIO's prior written consent, shall constitute a material breach of this Agreement.

12.11 Americans with Disabilities Act (ADA). SMG ONTARIO acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently

installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and rest room accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for the visually impaired, hearing impaired and mobility impaired. No charge shall be made by LICENSEE or the CENTER to any person requiring such aids or services.

12.12 Civil Rights Act. During the performance of this Agreement, LICENSEE shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

12.13 Right to Quiet Enjoyment. SMG ONTARIO warrants that the Licensed Areas shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, SMG ONTARIO shall use its best efforts to mitigate any disruption. In no event, however, will SMG ONTARIO be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. SMG ONTARIO's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Licensed Areas because of the interference or disturbance.

12.14 Survival. The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be performed after the termination of this Agreement or expiration of the License Period shall survive such termination or expiration.

12.15 Amendments to Agreement. This Agreement may not be amended or modified except in writing signed by the LICENSEE and SMG ONTARIO; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and SMG ONTARIO agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

12.16 Patent. LICENSEE assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment devices, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the LICENSEE agrees to indemnify and hold harmless SMG ONTARIO from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the LICENSEE, or its performers or exhibitors in connection with the Agreement and will defend SMG ONTARIO from any such suit or action, whether it be groundless or fraudulent.

12.17 Food Sampling. Free samples are limited to two (2) ounces of non-alcoholic beverage and one (1) ounce of food to comply with code. Exact descriptions of sample and portion size must be submitted to the CENTER for written approval at least 14 days prior to your event. A Department of Health Permit and other permitting may be required.

12.18 Counterparts; Facsimile or Scanned Signatures. This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed Agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

12.19 Effective Date of Agreement. The effective date of this Agreement shall be the date it is executed by SMG ONTARIO.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO THAT NO OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE, OR SALES PERSON OF EITHER PARTY HERETO, OR OF THE OWNER (CITY OF ONTARIO) OR ANY THIRD PARTY HAS THE AUTHORITY TO MAKE, HAS MADE, OR WILL BE DEEMED TO HAVE MADE, ANY REPRESENTATION, WARRANTY, COVENANT, AGREEMENT, GUARANTEE, OR PROMISE WITH RESPECT TO THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT. THE LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT ANY ASSESSMENT OF THE FINANCIAL SUCCESS OR PERFORMANCE, AND/OR OTHER SUCCESS, OF THE EVENT IS SOLELY THAT OF THE LICENSEE'S OWN DETERMINATION AND JUDGMENT.

SEE ALL PAGES FOR ADDITIONAL TERMS & CONDITIONS, WHICH ARE A PART OF THIS LICENSE AGREEMENT, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE.

APPROVAL OF CONTRACT:

This License Agreement is not binding upon SMG ONTARIO until signed on behalf of SMG ONTARIO. It will be effective on the date that it is executed by SMG ONTARIO.

Contract Signer: Mark McDonald Company Name: CAL-NEV-HA District of Kiwanis International 8360 Red Oak Street Suite 201 Rancho Cucamonga, California 91730 Phone: 510-562-7055, / Email: mark@cnhkiwanis.org	SMG ONTARIO, LLC ONTARIO CONVENTION CENTER 2000 East Convention Center Way, Ontario, CA 91764 Phone: 909-937-3000, Fax: 909-937-3855
SIGNATURE:	SIGNATURE:
BY:	BY: SHANNON PERRY
TITLE:	TITLE: GENERAL MANAGER
FED. TAX I.D. or SSN#	DATE:
DATE:	

Special Considerations:

- Ten (10) Complimentary WiFi Connections at Registration Desk (max speed: 256K)
- 45% Discount on Electrical service ordered by Show Management
- Twenty Five (25) Complimentary Stage Panels for General Session
- Twenty Five (25) Complimentary parking passes with in & out privileges
- Meal Function pricing not to exceed \$21.00 inclusive for Breakfast Options
- Meal Function pricing not to exceed \$32.00 inclusive for Lunch Options
- Meal Function pricing not to exceed \$37.00 inclusive for Dinner options
- Hotel Rebate of \$10 per paid room night will go back to Kiwanis International (Food and beverage minimum revenue of \$110,000 or difference may apply in room rental).

SLP ANALYSIS

	2017-18	2018-19	2019-20	2020-21	2021-22
Circle K					
Membership	3,102	2,381	2,138	1,269	1,149
Dues Revenue	\$ 31,020.00	\$ 23,810.00	\$ 21,380.00	\$ 12,690.00	\$ 11,430.00
SLP Department Expense	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	
Net General Fund Income	\$ 27,062.67	\$ 16,249.89	\$ 15,600.98	\$ 7,519.16	
KIWIN'S					
Membership	2,380	2,027	1,996	1,521	1,376
Dues Revenue	\$ 16,660.00	\$ 14,189.00	\$ 13,972.00	\$ 10,647.00	\$ 8,988.00
SLP Department Expense	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	
Net General Fund Income	\$ (1,527.22)	\$ (2,969.27)	\$ 463.27	\$ (10,122.33)	
Key Club					
Membership	39,763	36,004	34,578	23,161	27,907
Dues Revenue	\$ 178,933.50	\$ 162,018.00	\$ 155,601.00	\$ 104,224.50	\$ 116,471.00
SLP Department Expense	\$ 92,700.00	\$ 92,700.00	\$ 92,700.00	\$ 92,700.00	
Net General Fund Income	\$ (11,298.95)	\$ (56,009.63)	\$ (13,675.90)	\$ (6,874.22)	

TOTAL SLP MEMBERS	45,245	40,412	38,712	25,951	30,432
Circle K Percentage	6.9%	5.9%	5.5%	4.9%	3.8%
KIWIN'S Percentage	5.3%	5.0%	5.2%	5.9%	4.5%
Key Club Percentage	87.9%	89.1%	89.3%	89.2%	91.7%

TOTAL SLP DUES REVENUE	\$ 226,613.50	\$ 200,017.00	\$ 190,953.00	\$ 127,561.50	\$ 136,889.00
Circle K Percentage	13.7%	11.9%	11.2%	9.9%	8.3%
KIWIN'S Percentage	7.4%	7.1%	7.3%	8.3%	6.6%
Key Club Percentage	79.0%	81.0%	81.5%	81.7%	85.1%

Airfare to Indianapolis

June 8-11, 2022

Roundtrip Estimates

As of 3/2/22 via Airlines

Departing Airport	Delta	American	United	Southwest	Notes
	\$ 432.00	\$ 611.00	\$ 692.00	\$ 550.00	
San Diego (SAN)	1 STOP	1 STOP	1 STOP	1 STOP	
Los Angeles (LAX)	\$ 412.00	\$ 635.00	\$ 636.00	\$ 496.00	
	NONSTOP	1 STOP	1 STOP	1 STOP	
	\$ 588.00	\$ 668.00	\$570.00	\$ 502.00	
Ontario (Ont)	1 STOP	1 STOP	1 STOP	1 STOP	
San Francisco (SFO)	\$ 602.00	\$ 680.00	\$ 580.00	\$ 513.00	
	1 STOP	1 STOP	1 STOP	1 STOP	
Honolulu (HNL)	\$ 1,346.00	\$ 1,048.00	\$ 939.00	\$ 832.00	
	1 STOP	1 STOP	1 STOP	1 STOP	
Reno (RNO)	\$ 710.00	\$ 739.00	\$ 613.00	\$ 518.00	
	2 STOPS	1 STOP	1 STOP	1 STOP	
Sacramento (SMF)					
	\$778.00	\$764.00	\$ 674.00	\$ 550.00	
	1 STOP	1 STOP	1 STOP	1 STOP	
Las Vegas (LAS)	\$ 405.00	\$ 529.00	\$ 538.00	\$ 465.00	
	1 STOP	1 STOP	1 STOP	NONSTOP	



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

Hotel Representative

Date

[Handwritten Signature] 3-8-22



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

2/28/2022

Date : February 28, 2022



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	X	Contract		Prepayment	
ROOM RESERVATIONS (Check One)							
Call in on own			Rooming List				X
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.		COMPANY CREDIT CARD	X

METHOD OF PAYMENT					
PREPAID	CREDIT CARD TYPE	EXP. DATE	CARDHOLDER	CREDIT CARD NO.	
CHARGES PAID BY COMPANY INCLUDE:		ROOM & TAX	X	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
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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:

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 _____