



2022-2023 Board of Trustees Meeting Agenda

December 15, 2022 – 5:00 p.m.

WELCOME

Valarie Brown-Klingelhoef, Governor

CALL TO ORDER

Valarie Brown-Klingelhoef, Governor

Review of Board Parliamentary Procedure
Conflict of Interest Disclosure

Joni Ackerman, Parliamentarian

AGENDA ITEMS

1. Adoption of the Agenda

Valarie Brown-Klingelhoef, Governor

2. ADOPTION OF THE CONSENT AGENDA

All items on the Consent Agenda are considered to be routine by the Board of Trustees and will be acted upon with one motion. There will be no discussion of these items prior to the vote on the motion unless a member of the Board has requested an item be removed in writing to the District Secretary prior to the board meeting being called to order.

a. Approval of 2021-2022 Board Minutes of October 26, 2022

3. Governor's Report

a. Club Name Change

b. Elect new Lt. Governor, Division 36 Don deBourguignon

c. Ratification of the Executive Committee Actions approval of the auditors for the District and SLP

4. Executive Director's Report

a. Audit Letter – Hutchinson and Bloodgood, LLP

ACTION ITEMS

5. Finance Committee recommendations from the December 6, 2022, meeting.

Pete Edwards

a. 2023 Mid-Year South Budget

b. Wonder Valley Contract for Lt. Governor Training May 12-14, 2023

c. Sacramento/SAFE Convention Center Contract for 2024 Key Club Convention

d. The Citizen Hotel Contract for 2024 Key Club Convention

e. Residence Inn Contract for 2024 Key Club Convention

f. Hyatt Regency Contract for 2024 Key Club Convention

g. Sheraton Grand Hotel Contract for 2024 Key Club Convention

h. Wonder Valley Contract for the Aktion Club Convention Oct. 6-8, 2023

ADJOURNMENT

Valarie Brown-Klingelhoef, Governor



Kiwanis®

California-Nevada-Hawaii District

www.cnhkiwanis.org

Mark W. McDonald Executive Director / District Secretary

8360 Red Oak Street, Suite 201 • Rancho Cucamonga, CA 91730-0608

Office: 909-989-1500 Ext. 103. Direct Dial 909-736-1703. Fax. 909-989-7779.

2022-2023 District Board of Trustees Meeting Minutes

October 26, 2022

4:00 p.m.

Present on the Zoom meeting: Valarie Brown-Klingelhofer, Governor. Carole Farris, Governor-Elect. Margo Dutton, Immediate Past Governor. Gary Gray, Treasurer. Mark McDonald, District Secretary. Joni Ackerman, Parliamentarian. Trustees: Lisa Watson, Steve Dreyer, Joel Carlson, Rex Ramsey, Michael McStroul, Patricia Larrigan, Ray Hamada, Michelle Hock, Sandy Fisher, Ray Hacker, John Carlos, Anna Wu, Dana Webb, Laird Smith, Brian Dahlquist and Greg Peros.

A quorum was present.

Governor Valarie Introduced Patriotism Chairperson Dan Lane who made a presentation to the board. The program changes will now go to the Finance committee for review and funding.

Governor Valarie called the meeting to order at 4:12 p.m.

Governor Valarie called upon Parliamentarian Joni Ackerman for a review of Parliamentary procedure and the standing rules. She also reviewed any needed change to the members conflict of interest.

Governor Valarie requested an addition to the agenda to appoint a new Lt. Governor for Division 36 to replace Harriett Foucher who passed away. Bylaw Article VIII Section 4A. Item added under Action Items 7.

Michelle Hock made a motion to adopt the agenda as amended. Second by Greg Peros. Motion passed.

Michelle Hock made a motion to adopt the Consent Agenda, Second by Patricia Larrigan. Motion passed.

Governor's Report

Governor Valarie reviewed the SLP Rallies and encouraged all to attend.

Regional Training Conferences - Please send in your training conference dates to the office so they can be posted online for all to attend.

Monthly Lt. Governor calls are every month on the second Wednesday at 7:00 a.m., Noon and 6:00 p.m.. You are all invited please attend.

Executive Director Mark's Report

Requesting that a Bylaw change be requested on Audit. Our current Bylaws require an audit. Kiwanis International in the standard form of Bylaws gives three options. With audit complexity and cost on the rise it

is time for a change for Cal-Nev-Ha. Governor Valarie referred it to the Bylaw and Policies Committee. The Chairperson is in attendance and acknowledges this new assignment.

Live Scan update- We do have a number but are not to use it yet as Kiwanis International is still dealing with the California Department of Justice so Kiwanis can gain access to the view the Scan results of each member to see if they are cleared.

Finance Committee Recommendations

Michelle Hock made a motion to approve the Mid-Year North Education budget for January 2023. Second by Ray Hamada. Motion passed

Patricia Larrigan made a motion to approve the revisions to the Lt. Governors travel and Office. Second by John Carlos. This revision is to accommodate the Realignment of two, Divisions 14 and 38.

Bylaws and Policies Committee Recommendations

John Carlos made a motion to approve all items in Action Items 6a. through 6h. Second by Patricia Larrigan.

Mark McDonald made a motion to amend the motion to change the composition of the new members of each committee to include two Lt. Governors as new members for the year they are the Lt. Governor. Michelle Hock made the second. Motion to amend passed.

The motion as amended passed.

Action Item 7

Appointment of a replacement Lt. Governor under Bylaw Article VIII Section 4a. P.T. McEwen was nominated by Governor Valarie. Second by all. Steve Dreyer made a motion to appoint P.T. McEwen as the replacement Lt. Governor for the balance of the 22-23 Kiwanis year. Second by Gary Gray. Motion passed.

With no additional items for the Board the meeting was adjourned at 4:43 p.m.

Mark W. McDonald
District Secretary

AMENDMENT

AMENDMENT TO THE BYLAWS OF THE KIWANIS CLUB OF

Southern California for SAFE Kids

adopted by two-thirds (2/3) vote of the active members present at the meeting called for this purpose, with the membership having been given two (2) weeks' prior notice.

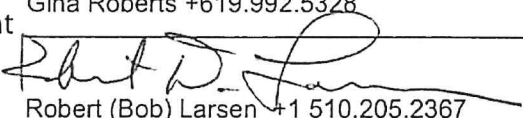
ARTICLE I

Official Name

Section 1. This organization shall be known as the

KIWANIS CLUB OF Southern California for Safe Families

This name shall not be changed unless permission shall first have been obtained from the International Board of Trustees.

President Gina Roberts +619.992.5328

Secretary Robert (Bob) Larsen +1 510.205.2367

Adopted 12/8/2021
(date)

Approved _____
(date)

KIWANIS INTERNATIONAL

By _____



Kiwaniis[®]



Kiwanis®

California-Nevada-Hawaii District

www.cnhkiwanis.org

Mark W. McDonald Executive Director / District Secretary

P.O. Box 1327 • Rancho Cucamonga, CA 91729

Office: 909-989-1500 Ext. 103. Direct Dial 909-736-1703. Fax. 909-989-7779.

Executive Board Meeting Minutes

November 14, 2022

Present on Zoom at the Executive Board Meeting: Valarie Brown-Klingelhofer, Governor. Carol Farris, Governor-Elect. Margo Dutton, Immediate Past Governor. Gary Gray, Treasurer. Mark McDonald, Secretary. Michelle Hock, Trustee. Steve Dreyer, Trustee.

Guest: Doug Ridnour, Audit Committee Chairperson.

Governor Valarie called the meeting to order at 4 p.m.

Margo Dutton made a motion to approve the audit proposal from Hutchinson & Bloodgood LLP. Second by Michelle Hock. Motion passed.

Gary Gray moved adoption of a committee to work on a new lease with the district foundation on the district's office space. Committee members are Michelle Hock, Ray Hamada, Brian Dahlquist, Gary Gray, Treasurer. Mark McDonald, Secretary. Valarie Brown-Klingelhofer, Governor, Steve Dreyer made the second. Motion passed.

Meeting adjourned at 4:20 p.m.

Mark W. McDonald,
District Secretary



November 17, 2022

Board of Directors
California-Nevada-Hawaii District of Kiwanis International
Rancho Cucamonga, California
Attention: Mark W. McDonald

The Objectives and Scope of the Audit of the Financial statements

You have requested that Hutchinson and Bloodgood LLP (“H&B”, “we”, “us”, or “our”), audit the consolidated financial statements of California-Nevada-Hawaii District of Kiwanis International (the Organization), which comprise the consolidated statement of financial position as of September 30, 2022, and the related consolidated statements of activities, changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements (the financial statements). We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (“engagement letter”).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor’s Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Organization or to acts by management or employees acting on behalf of the Organization.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will obtain an understanding of the Organization and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance internal control related matters that are required to be communicated under professional standards,

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the

third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Other Services

We will prepare the Organization's tax information returns for the period ended September 30, 2022 based on information provided by you. We will also prepare the consolidated financial statements of the Organization in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement, cost report certification, and tax services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities. We will advise management with regard to tax positions taken in the preparation of the information return, but management must make all decisions with regard to those matters.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. You are also responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the Organization from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Organization involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws and regulations.

You agree to assume all management responsibilities for the tax services, financial statement preparation services, and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Claim Resolution

The Organization and H&B agree that no claim arising out of services rendered pursuant to this agreement shall be filed more than two years after the date of the audit report issued by H&B or the date of this engagement letter if no report has been issued. The Organization waives any claim for punitive damages. H&B's liability for all claims, damages and costs of the Organization arising from this engagement is limited to the amount of fees paid by the Organization to H&B for the services rendered under this engagement letter.

Mediation

You agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation, and that the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. Any mediation initiated as a result of this engagement shall be administered within the county of Los Angeles, California, by a member of the American Arbitration Association or the American Bar Association Section of Dispute Resolution, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to California law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The costs of any mediation proceeding shall be shared equally by the participating parties.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Organization personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission. We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

Our fees for this engagement will be as follows:

Audit	\$17,500
Preparation of the information returns	\$ 2,500

We will provide copies of our reports to the Organization; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Record Retention

It is our policy to keep records related to this engagement for seven years. However, the Firm does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agency.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period Hutchison and Bloodgood LLP shall be free to destroy our records related to this engagement. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the workpapers.

PKF International

Hutchinson and Bloodgood LLP is a member firm of the PKF International Limited family of legally independent firms. Neither the other member firms nor the correspondent firms of the network nor PKF International Limited is responsible or accept liability for the work or advice which Hutchinson and Bloodgood LLP provides to its clients and in signing and returning to us the enclosed copy of this Engagement Letter you acknowledge and accept that such other member and correspondent firms and PKF International Limited do not owe you any duty in relation to the work or advice which we will from time to time provide to you or are required to provide to you.

Reporting

We will issue a written report upon completion of our audit of the Organization's financial statements. Our report will be addressed to the Board of Directors of the Organization. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

Electronic Signatures

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (Including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

AGREED TO AND ACKNOWLEDGED BY:

HUTCHINSON AND BLOODGOOD LLP



Luba Kvitchko, Partner

Confirmed on behalf of California-Nevada-Hawaii District of Kiwanis International

Signature:



Title:



Date:

11-18-22

(H&B Approved 12/1/21)



6450 Elwood Road, Sanger, CA 93657 | (559) 787-2551 | (800) 821-2801 | www.WonderValley.com

GROUP SALES AGREEMENT

This agreement is made and entered into as of 10/21/2022, by and between **Western Camps Inc, dba Wonder Valley Ranch Resort** (hereinafter referred to as “Wonder Valley”) and **Kiwanis Lietuenant Governor Training Conference** (hereinafter referred to as “Group”). Group agrees that the terms of this Agreement are based upon the information provided by **Kiwanis Lietuenant Governor Training Conference** below.

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: Cal-Nev-Ha Dist. Kiwanis

CONTACT PERSON:

Name:	McDonald, Mark	Phone Number:	(909) 736-1703
Job Title:		Email Address:	mark@cnhkiwanis.org
Street Address:	8360 Red Oak St Suite 201	City, State, Zip:	Rancho Cucamonga, CA 91730

NAME OF EVENT: Kiwanis Lietuenant Governor Training Conference

ARRIVAL DATE: 05/11/2023

EVENT TYPE: Retreat

TIME: 3:00 PM

BOOKING #: 4607738

DEPARTURE DATE: 05/14/2023

TIME: 11:00 AM

GUEST ROOM RESERVATIONS AND GROUP RATES

Wonder Valley will hold the following block of rooms for Group’s Use. Unless indicated in this Agreement, Wonder Valley does not guarantee any particular room locations and guest placement is based on room type and occupancy requirements.

Room Type	05/11/2023	05/12/2023	05/13/2023	Total
Adjoining Room		6	6	12
Cottage	8	8	8	24
Standard 1 King Room		3	3	6
Standard 2 King Room		26	26	52
Total	8	43	43	94

Guest Room Check In Time: 4:00 PM Check Out Time: 11:00 AM

Group Package Rates Include:

- Accommodations
- Two Night::
- 5 Chefs Choice starting with Dinner first day and ending with Breakfast on the last day
- Three Night:
- 8 Chefs Choice starting with Dinner first day and ending with Breakfast on the last day
- One Meeting Room and Set-Up
- Use of Recreational Facilities Including
- Boating and Fishing on Dalton Pond
- Game Pavilion including Ping Pong & Pool Tables
- Aquatic Sports Center, Tennis, Basketball, and Volleyball Courts
- Horseshoe Pits, Swimming Pool
- All Taxes & Service Charges

Group Package Rates:

- Two-Night:
- Double Occupancy: \$377 per person
- Single Occupancy: \$421 per person
- Three-Night:
- Double Occupancy: \$566 per person
- Single Occupancy: \$632 per person

Optional Activities & Services: Facilities, activities, and services not listed above, are not included in your package. Please contact your Sales Manager for additional add-on rates. Those discussed at the time of booking are listed below for your convenience.

Package Add-On Rates:

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

MINIMUM GUARANTEE

Your package is based on a minimum guaranteed payment for **50 Paid Guests**. Guarantee is based on full package overnight guests; Day Use only guests do not apply towards minimum guarantee. If not required sooner, a final head count must be given 15 days prior to arrival. Additional fees may apply for set-ups or accommodation changes after this date. Guarantees of attendance are not subject to reduction. Final charges will be based on your minimum guarantee, final head count, or actual number of attendees, whichever is greater.

BOOKING AND ADVANCE PAYMENT

An advance payment of \$1,000.00 is required to confirm your event reservation and will be credited towards the Group's Master Account. Your event booking is considered tentative until both this payment and signed agreement are received.

METHOD OF RESERVATIONS

Individual room reservations for the Event will be made by submission of a rooming list sent by Group at least 15 days prior to arrival date for the event.

CUTOFF DATE

Reservations must be received on or before 05/11/2023, the "Cutoff Date". At the Cutoff Date, Wonder Valley will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept additional reservations based on a space-available basis after this date.

NO ROOM TRANSFER BY GUEST

Group agrees that neither Group 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 Group reservations for guestrooms, meeting rooms, or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS & PAYMENT SCHEDULE

All charges related to the Group's event will be billed to the Group's Master Account. The following payment schedule will apply:

Upon booking the Event: \$1000.00

April 11, 2023: \$5000

05/04/2023: 100% of total event charges due

Any remaining agreed upon additional expenses due on the last day of the event

Final charges will be based on your minimum guarantee, final head count, or actual number of attendees, whichever is greater. The outstanding balance of Kiwanis Lietutenant Governor Training Conference (less any advance payments and exclusive of disputed charges) will be due and payable upon receipt of the invoice prior to departure on the final event day.

Group will raise any disputed charge(s) within 7 days after receipt of the invoice. Wonder Valley will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Wonder Valley will impose a finance charge at the rate of 1-1/2% per month or the maximum allowed by law on the unpaid balance commencing on the invoice date.

METHOD OF PAYMENT

Kiwanis Lietutenant Governor Training Conference has indicated that it has elected to use the following form of payment:

Cash, money order, or other guaranteed form of payment

Company check or Electronic Funds Transfer

_____ [agreed alternative]

Credit card (VISA, MasterCard, or AMEX)

CANCELLATION

Group acknowledges that if it cancels or otherwise essentially abandons its planned use of the facility and room night commitment (a "Cancellation"), Wonder Valley will suffer damages. The closer in time the cancellation occurs to the event date, the greater the damages will be. Therefore, Group agrees to pay Wonder Valley at the time of cancellation a liquidated damages fee, as follows:

	10/21/2022 to :	No fees due. Advance payment will be refunded less \$100 handling fee.
		to : 25% of total anticipated revenue
		to : 50% of total anticipated revenue
		to 05/11/2023: 100% of total anticipated revenue

MULTIPLE CONTRACTS

Wonder Valley may cancel upon written notice to Group any future events booked by Group, or any entity or persons affiliated with Group, whether included in this Agreement or pursuant to any agreements signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with Wonder Valley; (2) Group causes any damage, in Wonder Valley's sole discretion, to Wonder Valley property or reputation; (3) Group violates, in Wonder Valley's opinion, any term of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

LIQUOR LICENSE

Group understands that Wonder Valley's liquor license requires that alcoholic beverages only be dispensed by Wonder Valley employees or bartenders except in individual guest accommodations. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age. Any violation of the alcohol premises license may cause immediate closure of the event and/or individual guests in violation may be asked to vacate the property with no refund of payment.

GROUP SIGNAGE/USE OF WONDER VALLEY NAME

Group shall not use the name/logo of Wonder Valley in any promotional material without prior approval of the General Manager of Wonder Valley. It is further agreed to that any damage to the facility caused by Group signage, banner or displays being affixed to the walls, fixtures, or carpet will be billed to the Group.

SECURITY

Wonder Valley may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from Wonder Valley or Wonder Valley may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by Wonder Valley prior to the function. If Group hires an outside service in accordance with the above, Group must provide Wonder Valley with a copy of the agreement, which shall indemnify Wonder Valley and its owners, and their parent, subsidiary and affiliated company and their employees, representatives, and agents, from and against any liabilities related to the services.

SMOKING AND DRUG POLICY

Illegal and/or recreational drugs are prohibited on Wonder Valley's property at all times. In addition, smoking is not permitted anywhere inside meeting facilities or overnight accommodations. Guests may smoke tobacco or electronic cigarettes in designated outdoor smoking areas only. To protect the indoor smoke-free environment, Wonder Valley will post a \$250 cleaning fee to the master group account responsible for any individual guest who smokes in their room. Managers will make every effort to communicate to Group which room sustained smoke damages in order for Group to collect fees from the individual(s) responsible. To ensure cooperation and comfort of Group's attendees, Group agrees to advise its attendees of Wonder Valley's smoking policy and Wonder Valley will also advise the attendees in the form of a no-smoking placard inside the sleeping accommodations. Any guests found in possession of any drugs may cause immediate closure of the event and may be asked to vacate the property with no refund of payment.

RATE CHANGES

Wonder Valley reserves the right to increase rates due to unexpected changes in the cost of raw materials or goods, insurance, energy, or otherwise costs which were not known at the time of booking. If the increase is greater than 10%, Group may choose to cancel within 14 days of notification with no penalty other than the \$100 handling fee. Wonder Valley shall not impose any surcharges on the cost of your function less than 30 days prior to the event date.

PHOTOGRAPHY RELEASE

Unless otherwise requested, <https://www.lawinsider.com/clause/image-release> Group agrees, on behalf of its attendees, that Wonder Valley may use images from Group's Event for display, advertising, website, blog and magazine submissions and any other means of promotion of Wonder Valley's business, and Wonder Valley has the right to alter the images. Group and its attendees waive any right to payment, royalties or any other consideration for the use of the images. Group and its attendees waive the right to inspect or approve the finished product, including written or electronic copy. Wonder Valley is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Group, their heirs, representatives, executors, administrators, or any other persons acting on Group's behalf or on behalf of the Group's estates have or may have by reason of this authorization.

GENERAL PROVISIONS

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, natural disasters, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible to provide or use Wonder Valley's 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.

DAMAGE CLAUSE

In the event that damage to Wonder Valley property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Wonder Valley may charge Group's master account or directly bill Group for all such charges.

ASSUMPTION OF RISK AND INDEMNIFICATION

In consideration of being permitted to participate in any way in the resort activities included in this Agreement, Group, its attendees, invitees, representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Wonder Valley, its officers, employees, and agents from liability from any and all claims including the negligence of Wonder Valley, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the activities. Participation in the included activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. Group shall indemnify, defend and hold harmless Wonder Valley and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct or breaches of their obligations under this Agreement.

GROUP'S PROPERTY

Group agrees Wonder Valley will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Wonder Valley's property. State laws will govern Wonder Valley's liability in the event items are stolen from within individual guest rooms. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Wonder Valley staff, other than as provided in this Agreement.

INSURANCE

Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Wonder Valley's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

DISPUTE RESOLUTION

Wonder Valley and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State of California and the exclusive venue for any dispute arising out of this Agreement shall be in Fresno County. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney's fees. Group and Wonder Valley agree that any dispute requiring formal action concerning, relating, arising out of or referring to the subject matter of this Agreement shall be resolved exclusively by arbitration.

ENTIRE AGREEMENT AND AMENDMENT

This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any amendments to this Agreement must be made in writing and signed by authorized representatives of each party. Any changes, additions, stipulations or deletions including corrective lining out by Group will not be considered agreed to or binding on the other party unless such modifications have been initialed or otherwise approved in writing by the other.

SEVERABILITY

The person(s) signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such

unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

RIGHT OF INSPECTION/ENTRY

Wonder Valley reserves the right to enter and inspect all functions. If Wonder Valley observes any illegal activity or activity that may result in harm to persons or objects, Wonder Valley has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the event pursuant to the terms of this Agreement.

COMPLIANCE WITH LAWS

Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Wonder Valley property, including obtaining any permits required for Group's activities during the event. Wonder Valley may require Group to present proof of such compliance prior to the event.

ACCEPTANCE OF AGREEMENT

If a signed original of this Agreement has not been received by Wonder Valley prior to 11/04/2022, Wonder Valley will have the right to contract with other parties for the use of the Guest Room Block and Meeting Room facilities without further notice to Group.

Upon signature, both parties, Kiwanis Lietutenant Governor Training Conference and Wonder Valley shall have executed this Agreement by their authorized representatives in a manner and form sufficient to bind them as of the dates indicated below.

Western Camps Inc, dba Wonder Valley Ranch
Resort & Conference Center

Kiwanis Lietutenant Governor Training Conference

By: *Dillon, Barbara*

By:

Name: Dillon, Barbara

Name: McDonald, Mark

Title: Sales Manager

Title:

Date: 10/21/2022

Date: 10/21/2022

SAFE CREDIT UNION CONVENTION CENTER | SAFE CREDIT UNION PERFORMING ARTS CENTER | MEMORIAL AUDITORIUM

LICENSE AGREEMENT Contract No: 193-65-43111

This License Agreement is entered into as of Tuesday, September 27, 2022 by the **City of Sacramento**, ("City" or "Center"), and **Key Club CA,NV,HA** ("Licensee").

WITNESSETH:

Whereas, City constructed the **SAFE Credit Union Convention Center** to be used by various groups and persons for conventions, trade shows, exhibitions, the atrical performances, concerts, sporting events and similar activities; and

Whereas, City desires to make the Convention Center available to users on a license basis;

Now, therefore, the parties agree as follows:

1. Center hereby grants to Licensee the right to use and occupy the areas of the Center described in **Exhibit A** (the "Facilities") for the period specified at the License rates set forth in **Exhibit A**.
2. Licensee shall use the Facilities for the purpose of Key Club and for no other purpose without the prior written consent of the General Manager of the Center, or the General Manager's designee ("General Manager").
3. Licensee shall pay to Center a deposit at the time this license agreement is executed and any additional deposits specified in Exhibit A. **It is understood that cancellation of a contracted performance and/or event by Licensee will result in forfeiture of the deposit. THIS AGREEMENT SHALL BE CONSIDERED NULL AND VOID UNLESS IT IS SIGNED BY LICENSEE AND RETURNED WITH THE DEPOSIT (PER EXHIBIT A) TO THE CONVENTION CENTER OFFICE BY Saturday, December 31, 2022 and subsequently executed by the General Manager.**
4. The terms and conditions set forth in **EXHIBITS A and B** are part of this license agreement.

Licensee:	Key Club CA,NV,HA		CITY OF SACRAMENTO
Signed:	_____	By:	_____
Title:	_____		Center General Manager
Address:	8360 Red Oak St. Suite 201 Rancho Cucamonga, CA 91730		
		Please return signed contract and payment to:	
		SAFE Credit Union Convention Center	
		1401 K Street	
		Sacramento, CA 95814	
Billing Contact:	Mark McDonald, Executive Director	Phone:	(916) 808-5291
Signed:	_____	Fax:	(916) 808-7687
Title:	_____	Checks payable to:	
		City of Sacramento	
Address:	8360 Red Oak St. Suite 201 Rancho Cucamonga, CA 91730		

EXHIBIT A

Contract 193-65-43111
Start-End 4/11/2024 to 4/14/2024
Billing Contact Mark McDonald, Executive Director
Address 8360 Red Oak St. Suite 201
 Rancho Cucamonga, CA 91730

Key Club

Bookings

Room	Description	Date	Time	Original Rate	Discount	Amount
Hall D	General Session	4/11/2024	7:00A - 11:59P	\$12,695.00	\$12,695.00	\$0.00
Meeting Room 05	Show Mangers Office	4/11/2024	7:00A - 11:59P	\$395.00	\$395.00	\$0.00
Meeting Room 06+07	Packet Assembly	4/11/2024	7:00A - 11:59P	\$580.00	\$580.00	\$0.00
Meeting Room 08	Member Recognition Office	4/11/2024	7:00A - 11:59P	\$410.00	\$410.00	\$0.00
Meeting Room 12	Communication & Marketing Office	4/11/2024	7:00A - 11:59P	\$380.00	\$380.00	\$0.00
Meeting Room 09	Board Social	4/11/2024	6:00P - 11:00P	\$895.00	\$895.00	\$0.00
Meeting Room 10+11	Board Training	4/11/2024	6:00P - 11:00P	\$1,855.00	\$1,855.00	\$0.00
Meeting Room 15	Caucus Chair Meeting/Candidates Meeting	4/12/2024	7:00A - 5:00P	\$310.00	\$310.00	\$0.00
Ballroom B02	Workshop Session	4/12/2024	7:00A - 9:00P	\$1,245.00	\$0.00	\$1,245.00
Ballroom B03	Workshop Session	4/12/2024	7:00A - 9:00P	\$1,245.00	\$0.00	\$1,245.00
Ballroom B05+B07+B09	Workshop Session	4/12/2024	7:00A - 9:00P	\$2,495.00	\$0.00	\$2,495.00
Ballroom B06+B08+B10	Workshop Session	4/12/2024	7:00A - 9:00P	\$2,495.00	\$0.00	\$2,495.00
Meeting Room 13	Convention Committee Meeting/Deadline Contest Entries	4/12/2024	7:00A - 10:30P	\$355.00	\$355.00	\$0.00
Meeting Room 14	Pre Committee Meeting/ Contest Judging Scrapbook	4/12/2024	7:00A - 10:30P	\$310.00	\$310.00	\$0.00
Hall D	General Session	4/12/2024	7:00A - 11:00P	\$12,695.00	\$6,347.50	\$6,347.50
Ballroom B Pre-Function Area	Registration	4/12/2024	7:00A - 11:59P	\$3,860.00	\$3,860.00	\$0.00
Meeting Room 05	Show Mangers Office	4/12/2024	7:00A - 11:59P	\$395.00	\$395.00	\$0.00
Meeting Room 06+07	Scrapbooks	4/12/2024	7:00A - 11:59P	\$580.00	\$580.00	\$0.00
Meeting Room 08	Member Recognition Office	4/12/2024	7:00A - 11:59P	\$410.00	\$410.00	\$0.00
Meeting Room 09	Board Lunch	4/12/2024	7:00A - 11:59P	\$895.00	\$895.00	\$0.00
Meeting Room 10+11	Board Training	4/12/2024	7:00A - 11:59P	\$1,855.00	\$1,855.00	\$0.00

Meeting Room 12	Communication & Marketing Office	4/12/2024	7:00A - 11:59P	\$380.00	\$380.00	\$0.00
Ballroom B01	Workshop Session	4/12/2024	8:00A - 9:00P	\$1,245.00	\$0.00	\$1,245.00
Meeting Room 16	Meet & Greet the Candidates	4/12/2024	2:30P - 6:30P	\$425.00	\$425.00	\$0.00
Meeting Room 16	SAA Meeting	4/13/2024	7:00A - 5:00P	\$425.00	\$425.00	\$0.00
Hall B+C	Food Functions	4/13/2024	7:00A - 8:00P	\$15,500.00	\$15,500.00	\$0.00
Hall D	General Session/Governors Ball /Nominating Conference & House of Delegates	4/13/2024	7:00A - 11:30P	\$12,695.00	\$6,347.50	\$6,347.50
Ballroom B Pre-Function Area	Registration/Kiwanis Family Expo	4/13/2024	7:00A - 11:59P	\$3,860.00	\$3,860.00	\$0.00
Meeting Room 05	Show Mangers Office	4/13/2024	7:00A - 11:59P	\$395.00	\$395.00	\$0.00
Meeting Room 06+07	Scrapbooks	4/13/2024	7:00A - 11:59P	\$580.00	\$580.00	\$0.00
Meeting Room 08	Member Recognition Office	4/13/2024	7:00A - 11:59P	\$410.00	\$410.00	\$0.00
Meeting Room 12	Communication & Marketing Office	4/13/2024	7:00A - 11:59P	\$380.00	\$380.00	\$0.00
Meeting Room 15	Candidate & Caucus Leaders Meeting	4/13/2024	7:30A - 8:00A	\$310.00	\$310.00	\$0.00
Ballroom B01	Workshop Session	4/13/2024	8:00A - 5:00P	\$1,245.00	\$0.00	\$1,245.00
Ballroom B02	Workshop Session	4/13/2024	8:00A - 5:00P	\$1,245.00	\$0.00	\$1,245.00
Ballroom B03	Workshop Session	4/13/2024	8:00A - 5:00P	\$1,245.00	\$0.00	\$1,245.00
Ballroom B04	Workshop Session	4/13/2024	8:00A - 5:00P	\$1,245.00	\$0.00	\$1,245.00
Ballroom B05+B07+B09	Workshop Session	4/13/2024	8:00A - 5:00P	\$2,495.00	\$0.00	\$2,495.00
Ballroom B06+B08+B10	Workshop Session	4/13/2024	8:00A - 5:00P	\$2,495.00	\$0.00	\$2,495.00
Ballroom B Pre-Function Area	Registration	4/14/2024	7:00A - 11:00A	\$3,860.00	\$3,860.00	\$0.00
Hall B+C	Food Functions	4/14/2024	7:00A - 11:00A	\$15,500.00	\$15,500.00	\$0.00
Hall D	General Session	4/14/2024	7:00A - 11:00A	\$12,695.00	\$6,347.50	\$6,347.50
Meeting Room 05	Show Mangers Office	4/14/2024	7:00A - 5:00P	\$395.00	\$395.00	\$0.00
Meeting Room 08	Member Recognition Office	4/14/2024	7:00A - 5:00P	\$410.00	\$410.00	\$0.00
Meeting Room 12	Communication & Marketing Office	4/14/2024	7:00A - 5:00P	\$380.00	\$380.00	\$0.00
Ballroom B01	CNH Team Meeting	4/14/2024	7:00A - 11:59P	\$1,245.00	\$0.00	\$1,245.00
Total Booking Charges:						\$38,982.50

Center reserves the right to reassign space and move Licensee's activities to any other appropriate spaces in the Center. Center shall provide the basic facility for Licensee's use, which shall include normal custodial service and utilities.

Payment Plan

Due Date	Amount Due
12/31/2022	\$5,000.00
1/31/2024	\$16,991.25
3/10/2024	\$16,991.25

Concessions

- Rental fees for Meeting Room 5, 6+7, 8, 9, 10+11, 12, 13, 14, 15, 16 & Ballroom B Pre-Function Area, have been discounted by 100% based on estimated guest room pickup of a total of 1,000 room nights that need to be consumed for the duration of the Event. In the event guest room pickup falls below 1,000 room nights total, previously discounted rental fees will apply.
- Exhibit Hall B & C is discounted by 100% on 4/13/2024 & 4/14/2021 used for food functions with a \$195,000 ++ (plus service charge & taxes) Food & Beverage Minimum over the duration of the Conference.
- Hall D has been discounted by 50% for General Session use on 4/12/2024, 4/13/2024 & 4/14/2024.
- Rental fees for Hall D have been discounted by 100% for move in on 4/11/2024 with three paid days.

EXHIBIT B

ADDITIONAL LICENSE TERMS AND CONDITIONS

1. EXTRA SERVICES:

Center will provide, at Licensee's cost and expense, ticket sellers, ticket takers, ushers, guards, stagehands, city police, firefighters, changeover costs, extra garbage pick-up and other services and personnel as may be necessary. Licensee agrees to give the Center at least fourteen (14) days written notice of its personnel requirements and a full and detailed outline of required arrangements, including the floor set-up and other information required by the Center. The rates for additional rental equipment, electrical equipment, compressed air, gas, steam and water, etc. are on file in the office of the General Manager. The General Manager shall set the rates for additional personnel.

A. Electrical – Production Power

The SAFE Credit Union Convention Center will be charging our licensee for production power usage. The definition of "production power usage" is the utilization of any power requirements over and above the existing 20 amp wall outlets available in the contracted space (applies to Convention Center space only).

Production power encompasses any production electrical services including but not limited to lighting, audio visual or video services. It is incumbent upon the licensee to provide the General Contractor/Service Provider and Center with their production power needs. All production power usage requests must be received at least (2) weeks prior to the move-in date outlined in the contract. The Center will charge the licensee direct for any production power usage over and above the existing 20 amp wall outlets available in their contracted space.

2. FIRE MARSHAL PERMIT:

For those events with exhibitors or vendors utilizing the services of a Decorator, Licensee is required to submit a floor plan for review no later than 30 days prior to the event move-in date.

3. OVERTIME RENTAL:

Overtime rent rates will be charged to Licensee in the event Licensee has not vacated the Facilities by the move-out date and time specified in Exhibit A. Overtime rental rates apply 12:00 a.m. - 7:00 a.m. @ 110% of gross rent per hour or any fraction of an hour. A minimum of \$250.00 per hour will apply for any deviations to the contracted hours plus labor if required. Center Hours are from 7:00 AM – 11:59 PM.

4. TRANSPORTATION MANAGEMENT PLAN:

Licensee will incur all costs for the provision of security personnel required to meet the requirements of the Center's Transportation Management Plan move-in and move-out procedures. Transportation Management Plan refers to personnel required for direction of trucks and vehicles used to load/unload equipment and/or materials on our loading docks and surrounding impacted streets. Number of TMP personnel to be determined by Event Services based on size and number of vehicles.

5. MOVE IN AND MOVE OUT:

All articles, exhibits, fixtures, materials, displays, etc. shall be brought into or out of the Center at such entrances and exits as may be designated by General Manager. Except with a written permit issued by the General Manager, move in and move out shall not be permitted to obstruct traffic on I, J, L, 13th, 15th or 16th Streets between the hours of 7:00 a.m. to 8:30 a.m. and 4:00 p.m. to 5:30 p.m. on week days.

Lighting & Air Conditioning/Heating

Energy conservation is of prime concern and minimal light and comfort levels will be maintained during show move-in/out. Fifty percent (50%) lighting "work lights" will be provided at no charge in all contracted spaces during move-in and move-out.

One hundred percent (100%) lighting "show lights" will be provided one (1) hour prior to show opening. Lighting requests outside of these parameters will be charged at the prevailing hourly rate.

Air conditioning/heating are provided during published event hours, one (1) hour prior to event start time. Air conditioning is not provided during move-in and move-out hours/days. Licensee requesting air conditioning during non-show periods will be charged at an hourly fee (contact Event Manager for prevailing rates).

6. CLEANING

Our maintenance crew takes exceptional care of everything from the carpet to the concrete surfaces to the stainless steel. They keep the restrooms; lobbies, corridors and other public areas clean during all event hours. Meeting rooms can also be refreshed between meeting sessions. Please provide your Event Manager with anticipated cleaning schedules or restricted areas.

Policies

Clean-up of exhibit booths and aisles is the responsibility of the Exhibitors and the Exhibit Decorator from the time of move in to move out.

The Center will be responsible for monitoring the trash from receptacles, to cleaning the restrooms and maintenance of public areas.

Clients/exhibitors are expected to remove all signs, advertisements, etc. connected with their event by the completion of that event. This includes the removal of all wire, tape or other materials from all surfaces prior to exiting the building.

The Licensee shall remove debris from theme décor set up (trees, plants, bark, mulch, crate and pallets, etc.)

Special Cleaning

There may be an occasion where "special cleaning" is required during or after the event. If glitter or confetti is used as a decorative item, a fee will be charged to clean the area. The fee will be determined by the size and location of the material and is based on the labor required to restore the space to the condition found at move-in.

Broom Clean

The Center requires the Exhibit Areas to be left in "broom clean" condition upon completion of your event. You may contract with outside cleaning services to accomplish the clean-up.

7. FOOD, BEVERAGE, AUDIO & VISUAL, TELECOMMUNICATIONS, AND OTHER CONCESSIONS:

Center reserves the right to exclusively operate or contract for the operation of Center concessions and to receive the income from such concessions. "Concessions" shall include, but are not limited to, the dispensing or sale of food, alcoholic and other beverages, programs, souvenirs, and novelties. Center also reserves the right to designate Centerplate as the exclusive food service and concessions provider for the Center. Licensee is prohibited from bringing food and beverages into the Center. Licensee, exhibitors and other persons may distribute free samples of foodstuffs or beverages only upon the prior written consent of the General Manager or Centerplate

Encore is the preferred in-house audiovisual provider and exclusive contractor for the house sound system and rigging services at the SAFE Credit Union Convention Center (Center). They are a full-service company, capable of supplying professional sound reinforcement, video projection, drapery, lighting services, digital signage, presentation management, content creation, capture-recording, audience polling, mobile conference applications and creative design. SAFE Credit Union Convention Center does allow outside audiovisual companies, but we also require Encore to be present during scheduled move in and move out hours. Any outside A/V company utilizing space in the Center will be required to have an Encore liaison on site for the load in/set-up times and load out portion of the event.

The Convention Center has a permanently installed sound system throughout the facility. Encore is the only authorized operator of the center's permanent sound system. If you choose to contract with another audio-visual supplier, you will be required to use Encore for any integration into the house sound system. This guarantees that only trained staff, knowledgeable in the system's operation will be working with our technical equipment. Encore will quote charges for sound system use and labor upon request, please call (916) 808-5782 for more information and a price quote.

Center reserves the right to exclusively operate or contract for the operation of Center telecommunications services. "Telecommunications services" shall include, but are not limited to, the setup and operation of telecommunications equipment. Center also reserves the right to designate Smart City as the exclusive telecommunications services provider for the Center. Licensee is prohibited from bringing outside telecommunications services into the Center.

8. SELLING FEE:

For non-ticketed events, the Licensee shall pay a fee of \$100.00 (plus \$50.00 per type of item or item table) for selling approved event related items. The fee for sales of compact discs, DVDs, cassette/video tapes, books, novelties, souvenirs, all printed, taped or electronic materials, etc. at ticketed events shall be negotiated in advance by Licensee and the General Manager.

9. PRE-REGISTRATION FEES:

An event that requires the payment of money for admission is deemed a ticketed event. Licensees that collect payment prior to their event in the form of a registration fee are exempt from the status of a ticketed event as long as no money is collected at the door. If registration fees are collected at the door, there will be a fee of \$400.00 per session or performance payable in advance with the rental deposit.

10. SEATING CAPACITY:

Licensee shall not sell, or permit to be sold or distributed, tickets or passes in excess of the maximum capacity of the Facilities, nor admit a larger number of persons than can safely be accommodated. Any decisions of the General Manager regarding capacity limits shall be final.

11. FLAMMABLE MATERIALS:

No flammable materials such as bunting, tissue paper, crepe paper, etc. shall be used for decorations in the Center. All materials used for decorative purposes shall be treated with flame retardant and approved by the City of Sacramento Fire Department in advance of each event. No open flames are permitted in the Center.

12. ADVERTISING:

No signs or advertisements shall be placed in, on, or about the Center without the prior written consent of the General Manager and then only for the event authorized by this Agreement. Licensee shall not publicize or cause to be publicized in any manner a performance or event contemplated by this Agreement prior to the execution of this Agreement by the Center and Licensee.

13. OPENING HOURS:

Licensee shall open the doors of the Facilities as advertised unless otherwise agreed upon in advance by Licensee and the General Manager.

14. INDEMNITY:

Licensee shall indemnify, defend and hold harmless the City, its officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kinds and nature including judgments, interest, attorneys' fees including City's staff attorneys and outside attorneys, and all other costs, fees, expenses and charges which City, its officers, directors, employees, agents and members, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Licensee, its officers, directors, employees, or agents.

The City shall indemnify, defend and hold harmless Licensee, its officers, directors, employees, members and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kinds and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Licensee, its officers, directors, employees, agents and members, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the City, its officers, directors, employees, or agents.

15. INSURANCE:

During the entire term of this Agreement, Licensee shall maintain the insurance coverage described in this Section 15. It is understood and agreed by the Licensee, that its liability to the City, shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Licensee, in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

1. Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL form 0001 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000.00) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
2. Workers' Compensation Insurance within statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000.00). The Workers' Compensation policy shall include a waiver of subrogation for contracts if required by the City, by selecting the option below:

Workers' Compensation waiver of subrogation in favor of the City is required for the performance of services under this Agreement.

No Workers' Compensation Insurance shall be required if Licensee completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation Insurance."

Licensee Initials (___)

B. Additional Insured Coverage

1. Commercial General Liability Insurance: The City, the Sacramento City Public Facilities Financing Corporation, the Sacramento Convention and Visitors Bureau, and their officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects to general liability related to, or arising from, this Agreement. The general liability additional insureds endorsement must be signed by an authorized representative of the insurance carrier.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Licensee's insurance coverage shall be primary insurance as respects City, the Sacramento City Public Facilities financing Corporation, the Sacramento Convention and Visitors Bureau, and their officials, employees and volunteers. Any insurance or self-insurance maintained by City, the Sacramento City Public Facilities financing Corporation, the Sacramento Convention and Visitors Bureau or their officials, employees or volunteers shall be in excess of Licensee's insurance and shall not contribute with it.
2. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, the Sacramento City Public Facilities financing Corporation, the Sacramento Convention and Visitors Bureau or their officials, employees or volunteers.
3. Coverage shall state that Licensee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 15, must be declared to and approved by the City's Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

1. Licensee shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the General Manager not less than seven (7) days prior to occupancy. Copies of policies shall also be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
2. The City may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The City may cancel the Agreement if the insurance is canceled or Licensee otherwise ceases to be insured as required herein.

F. Subcontractors

Licensee shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A above.

G. Insurance purchased by or through City.

1. Licensee may purchase commercial general liability (CGL) insurance through the City that meets the requirements of the Agreement by initialing below.

Licensee agrees to purchase CGL Insurance that meets the requirements of the Agreement through the City from a City designated insurer(___) **Licensee Initials.**

2. The City reserves the right to purchase insurance on behalf of Licensee if Licensee does not meet the requirements of subsection 15(E) above. In the event City exercises this option, Licensee shall be charged at the prevailing rates.

16. WORKERS COMPENSATION:

Licensee certifies that Licensee is aware of the provisions of Section 3700 of the California Labor Code which requires employers to be insured against all liability of Workers Compensation and that Licensee will comply therewith. The Licensee shall present evidence to the General Manager, thirty (30) days prior to occupancy, of Workers Compensation insurance coverage of \$1,000,000 or the Licensee's ability to self-insure.

17. COPYRIGHTS:

Licensee agrees, represents and warrants that nothing contained in the program, performance, exhibition or in any other way connected with Licensee's activities under this Agreement shall violate or infringe upon any copyright, patent, right of privacy or other statutory or common law right of any person, firm or corporation. Licensee shall deliver to the General Manager proof of copyright ownership or a copyright license not less than ten (10) days prior to the program, performance, and/or exhibition protected by the copyright(s). Licensee agrees to indemnify City for any penalties, claims, losses, costs, fees, liabilities, damages or injuries suffered by City resulting from Licensee's breach of the warranties or terms in this Section 17.

18. BROADCASTING/TAPING:

No event presented in the Facilities shall be broadcast, televised, or in any manner recorded for reproduction or rebroadcast without the prior written consent of the General Manager. Consent will not be unreasonably withheld. The Center will not pay any expenses pertaining to the broadcasting, televising or reproduction of any event.

19. CONDUCT OF PERSONS:

Licensee shall be solely responsible for the orderly conduct of all persons using the Center by its invitation, either expressed or implied. Center reserves the right to eject from the Facility any person engaging in unlawful conduct. Center shall provide at Licensee's expense security personnel to maintain order on and about the Facility, in the number determined by the General Manager.

20. CONTROL OF BUILDING:

The entrances and exits of the Center shall be locked and unlocked at such times as may be required for Licensee's use, but Licensee at its expense may at all times place security personnel at all entrances and exits when same are unlocked. The keys to the Center shall at all times be in the possession and control of the General Manager. Duly authorized representatives of Center shall have the right to enter the Center and all parts thereof at any time.

21. LOST ARTICLES:

Center shall have the sole right to collect and have custody of articles left in or around the Facility by persons attending Licensee's event(s). Neither Licensee nor Licensee's agents shall interfere with Center's collection and custody of the articles.

22. OBSTRUCTIONS:

Licensee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of utility, heating, ventilating or air conditioning systems or portions thereof in the Center, nor do, nor permit to be done, anything which may interfere with free access to the public areas, streets, or sidewalks adjacent to the Center.

23. EXPIRATION OR TERMINATION OF LICENSE:

At the expiration of Licensee's date and time of use of the Facilities or upon the sooner termination of this Agreement, Licensee shall vacate the Center, remove all property brought to the Center by, or on behalf of Licensee, and return to the General Manager all equipment procured from the General Manager. The Facilities and equipment returned by the Licensee shall be in as good condition and repair as before Licensee's use thereof except for ordinary wear and use.

Licensee agrees to pay cost of repair or replacement for all damages to Center property of whatever origin or nature resulting from the negligence or intentional misconduct of Licensee, its officers, employees, agents, or members, and the cost to maintain and store any of Licensee's property not removed from the Center. Center may withhold from box office receipts before settlement a reasonable amount to cover the cost arising from such damages. Center shall refund to Licensee any amount withheld in excess of actual damages.

24. DEFAULT OR CANCELLATION BY LICENSEE:

Should Licensee default in the performance of any of the terms and conditions of this Agreement, or should Licensee cancel the event described in this License Agreement, the Center may, as its sole option, elect to:

- a) Cancel this Agreement, in which event Licensee shall be released from all liability and obligations under this Agreement other than deposits forfeited; or,
- b) Enforce all the provisions, terms, and conditions of this Agreement, in which event Licensee shall be liable for the full amount of the license fee provided for herein, plus all reimbursable expenses incurred by Center in connection with the event.

Should the Center elect to enforce the provisions of this Agreement, Center reserves the right to execute a subsequent license agreement with a third party for the same period as described in Section b above and hold Licensee liable for the full amount of the license fee provided for herein, less the total amount of fees received under the subsequent license agreement, plus all cost and expenses. The execution of a subsequent license agreement pursuant to the provisions of this section shall not constitute a termination of this Agreement unless Center so notifies Licensee in writing. Any deposits made by Licensee to Center under this Agreement shall be retained by Center and Center reserves the right to determine whether to make ticket refunds.

25. TERMINATION:

The General Manager shall have the right to terminate this Agreement at any time by giving written notice of termination to the

Licensee, if Licensee materially misrepresents any information set forth in this Agreement; Licensee breaches a material provision of this Agreement; the Center is required to be used due to public necessity or for emergency use. Should cancellation of the event be required due to public necessity or for emergency use, Licensee shall be refunded any deposit or license fee paid to the Center. Except for such refund, neither the City, nor its officers, agents or employees shall be liable to Licensee for any expenses or damages whatsoever related to the cancellation. In no event shall City, its officers, agents, or employees be liable to Licensee for lost profits or consequential damages.

26. EXCUSE FROM PERFORMANCE:

If the performance of any obligation of this Agreement by either party is prevented by acts of God, fire, war, acts of terrorism, riots, civil disorder, strikes, or epidemics, then the parties will be excused from performance. In the event of an epidemic or outbreak of an infectious disease in the City or County of Sacramento there must be a statewide or local declaration of a state of emergency, shelter in place order, or restriction or limitation of group gatherings that directly applies to the Center for the obligations of this Agreement to be excused from performance. The Agreement may be terminated pursuant to this section for any one or more of the above stated reasons by either party giving written notice to the other. Neither party, nor its officers, agents, or employees shall be liable to each other for lost profits or consequential damages.

27. COMPLIANCE WITH LAWS:

Licensee, its officers, agents, employees and invitees, shall comply with all applicable rules within the SAFE Credit Union Convention Center Facility Services Guide, and all other applicable laws, ordinances, and regulations of any governmental entity. No performance, exhibition or entertainment shall be held in the Center that is in violation of any law.

28. NO ASSIGNMENT:

Licensee shall not assign any right or obligation pursuant to this Agreement without the prior written consent of the General Manager. Any attempted or purported assignment without the General Manager's written consent shall be void and of no effect.

29. PHOTOGRAPHY:

Center retains the right to photograph any and all events for its own purposes.

30. STORAGE:

In the receipt, handling, care and custody of property of any kind shipped or otherwise delivered to the Center prior to, during or subsequent to the use of the Facilities by Licensee, Center and its employees shall act solely for the accommodation of the Licensee, and Center shall not be liable for any loss or damage to the property.

31. SCHEDULING OF EVENTS:

Unless otherwise specified in writing, General Manager shall be privileged to schedule other similar events before, during and after Licensee's event without notice or obligation to Licensee.

32. LICENSEE NOT AGENT OF CENTER:

Except as Center may specify in writing, Licensee and Licensee's personnel shall have no authority, express or implied, to act on behalf of Center in any capacity whatsoever as an agent. Licensee and Licensee's personnel shall have no authority, express or implied, to bind Center to any obligations whatsoever.

33. LICENSE NOT LEASE:

Licensee agrees that the portion of the Center assigned to Licensee is not leased to Licensee, that it is a Licensee and not a Lessee and that its right to occupy the Facility shall continue only so long as it strictly and promptly complies with each and all undertakings, provisions, covenants, agreements, stipulations, and conditions contained herein.

34. POSSESSORY INTEREST TAX:

This license may create a possessory interest subject to property taxation. Licensee shall be subject to payment of property taxes levied on the possessory interest by the County of Sacramento. State law requires a public entity renting or leasing its property to a private party to notify the private party about the potential tax. If imposed, the current interest tax is equal to 1.1295% of the assessed value. For further information about taxable possessory interests you may visit the County website at www.assessor.saccounty.net or call (916) 875-0700.

35. NONRESIDENT TAX WITHHOLDING

Pursuant to California Revenue and Taxation Code sections 18662 et seq., Licensee shall withhold income and franchise taxes payable to the California Franchise Tax Board ("FTB") from payments it makes to nonresident entities performing services in the State of California related to this Agreement and shall timely pay this income and taxes to the FTB. Licensee hereby agrees to indemnify City for any penalties, claims, losses, costs, fees, liabilities, damages or injuries suffered by City resulting from Licensee's

breach of this Section 35.

36. AMERICANS WITH DISABILITIES ACT (ADA):

Center warrants that it is in compliance with the Americans with Disabilities Act (ADA) and all regulations thereunder and acknowledges and agrees that the Center is responsible for the permanent building access accommodations such as, wheelchair ramps, elevator standards, door width, seating accessibility, and auxiliary aids for the visually, hearing and mobility impaired.

37. SIGNATURES REQUIRED:

This Agreement shall have no force or effect whatsoever unless and until it has been executed by the Licensee and General Manager on behalf of the City of Sacramento. By its execution, Licensee covenants and agrees that it will faithfully perform and abide by each and every term, condition, and limitation of the license granted herein, each of which shall be a condition subsequent to continuance in effect of the license.



GROUP SALES AGREEMENT
The Citizen Hotel, Autograph Collection

This agreement (the "Agreement") is made and entered into by and between the legal owner entity of CL1 Sacramento, LLC, d/b/a **The Citizen Hotel, Autograph Collection** (hereinafter referred to as "Hotel") and **California-Nevada-Hawaii District of Kiwanis International** (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after it is signed by both parties.

GROUP INFORMATION

Group Contact Name: Timothy Cunning
Group Contact Phone: (909) 736-1705
Group Contact E-Mail Address: tim@cnhkiwanis.org
Group Contact Mailing Address: 8360 Red Oak Street Ste 201, Rancho Cucamonga, CA, 91730-0608, USA
Event Dates: Thursday, 04/11/2024 - Sunday, 04/14/2024
Event Name: The Cali Nev Ha Key Club Room Block Apr2024
Reference #: M-NTKLJMC

GROUP ROOM RESERVATIONS

SLEEPING ROOMS AND RATES

Hotel agrees that it will provide, and Group agrees that either Group or guests of Group (as specified below) will purchase, room nights in the Hotel in the following pattern (the "Room Block"):

Attendees			
Date	Day	Deluxe Double Room	Total Rooms
04/11/2024	Thu	5	5
04/12/2024	Fri	30	30
04/13/2024	Sat	30	30

Start Date	End Date	Room Type	Single
04/11/2024	04/13/2024	Deluxe Double Room	\$189.00

TAXES

The above rates do not include any applicable federal, state, municipal, or provincial taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

The above guest room rates are subject to applicable state and local taxes (currently 16.195%) in effect at the time of check in.

PARKING

Hotel parking is currently priced at: \$37.00 and is subject to change without notice

SPECIAL CONCESSIONS

Complimentary Wi-Fi in all guestrooms (savings of \$9.95)

EARLY DEPARTURE CHARGE

All sleeping rooms shall be subject to an Early Departure Charge equal to one night's room rate, plus applicable fees, taxes and assessments. Group shall be responsible for disclosing to guests this early departure fee, and in the event guest falls to pay or otherwise disputes the Early Departure Charge, Group shall be liable for such fee.

ARRIVAL DATE

The term "**Arrival Date**" in this Agreement refers to earlier of the first date of the Room Block and the first of any Functions.

SLEEPING ROOM RESERVATIONS

Each individual guest must make his or her own reservation by calling (916) 447-2700 or via the available Reservation Link no later than the Cutoff Date, 03/15/2024. Guests making such reservations must identify themselves as members of Group, with reservation number 877-781-8559. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. If a guest does not cancel a reservation within forty-eight (48) hours before the guest's check-in date, then Hotel may charge the credit card one night's room fee plus any applicable taxes.

SLEEPING ROOM PAYMENT

Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g. room service, gift shop charges and in-room entertainment fees). At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold in accordance with Hotel's standard procedure or process a prepayment in the amount of the guest's estimated charges, if prepayment has not already been made. Group shall notify its guests of this policy.

CUT-OFF DATE

After **Friday, March 15, 2024, (the "Cutoff Date")**, Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

INTERMEDIARY FEE

All rates are non-commissionable.

Hotel will rebate \$10.00 on all revenue generating rooms based on room rate only (only at the highest Room Rate) within the Room Block, payable to Kiwanis International to offset program costs. Group is solely responsible for disclosing the existence of this rebate to Group's attendees prior to the meeting. No rebates will be paid on any Cancellation Charges or Attrition Charges collected in accordance with this Agreement.

Under no circumstances will Hotel be required to pay more than one commission or rebate, if applicable, or any commission or rebate greater than the amount specified above. Hotel will pay any commission or rebate due within thirty (30) days after Hotel receives full payment of all amounts due under this Agreement. Hotel shall be permitted to deduct from the commission or rebate any amounts corresponding sleeping room rates that are subject to credit card disputes. Group (or Agent, if Agent is signing this Agreement on behalf of Group) assumes all responsibility for determining whether disclosure of the commission or rebate beyond the inclusion of this section in this Agreement is required and for making such disclosure if it is required, and further agrees to indemnify Hotel from and against any fees, costs, liabilities or expenses that Hotel incurs should any person claim that disclosure was insufficient.

SLEEPING ROOM PERFORMANCE

Group acknowledges that if it uses the Hotel, but Group and/or Group's guests do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Hotel is used, but less than eighty percent (80%) of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total

Guestroom Revenue and the actual guestroom revenue generated, plus any applicable taxes (the "**Sleeping Room Performance Fee**"). Any Sleeping Room Performance Fee will be added to the Master Account.

BILLING/ CREDIT PROCEDURE_II_

GROUP'S MASTER ACCOUNT

The term "**Master Account**" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel (each an "**Authorized Representative**"). Group hereby authorizes each Authorized Representative to incur additional charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Hotel, shall have authority to incur charges to the Master Account:

METHOD OF PAYMENT

Group has indicated that it has elected to use the following form of payment:

Credit card (Hotel accepts all major credit cards)

If Group wishes to pay any portion of its obligation by credit card, the credit card information must be entered into our secure online web-site. Prior to the execution of this agreement Group shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Group.

Group agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

OUTSTANDING BALANCE

Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Notwithstanding any other provision in this Agreement, if the Hotel deems it necessary to employ an attorney or institute legal action against Group to recover any unpaid balance under this Agreement, Group shall pay all costs in connection with such action, including court costs and reasonable attorneys' fees and expenses. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. Should the Group dispute a charge on the Master Account, the Group shall remit the undisputed amount to the Hotel at the same time it provides notice of the dispute to the Hotel.

CANCELLATION

CANCELLATION BY GROUP

The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from the Group's use of the Hotel. The table itself is not intended to warrant that the Group's use of the Hotel will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Group's use of the Hotel.

Summary of Revenue Anticipated by Hotel from Group	
Total Anticipated Sleeping Room Revenue	7 \$12,285.00
Total Anticipated Revenue**	I \$12,285.00
"This figure does not include service charges, taxes or fees for services by any authorized outside vendors.	

Group acknowledges that if it cancels or otherwise substantially abandons the Agreement (a "**Cancellation**"), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel's damages from any Cancellation would be difficult to calculate. Therefore, the parties

agree that if a Cancellation should occur for any reason (including Group's relocation to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a "**Cancellation Fee**").

Date of Written Cancellation Notice	Amount of Cancellation Fee
Date of Agreement to 31 days prior	80% of the estimated total, equal to \$9,828.00
From 30 days to Arrival	100% of the estimated total, equal to \$12,285.00

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

FORCE MAJEURE

Either party may cancel the Agreement without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, curtailment of transportation that prevents at least fifty percent (50%) of the attendees from attending the peak night of the Room Block, to the extent that the above described event(s) or circumstance(s) makes it illegal or impossible for Hotel to provide, or for Group in general to use, the premises of Hotel. The Agreement cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or budget cut. Either party that wishes to cancel the Agreement pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation within ten (10) days after learning about such event or circumstance. This provision shall not, however, relieve either party from using its reasonable commercial efforts to avoid, remove or mitigate such force majeure event and to continue performance with reasonable dispatch whenever such causes are removed. If the Agreement is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

MISCELLANEOUS

SIGNS AND DISPLAYS/ USE OF HOTEL'S NAME

Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner, or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner, or display.

SECURITY

Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Group's use of the Hotel. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Room Block Dates or the applicable Function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall clearly provide that such service provider also indemnifies Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

NOTICES

All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery

service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a required copy to Aimbridge Hospitality, 5301 Headquarters Drive, Plano, Texas, 75024 Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

DAMAGE TO HOTEL PREMISES

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

INDEMNIFICATION

Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising out of or related to a breach of this Agreement and/or the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

DISTURBANCES

Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog, offensive smells, picketing, or any other form of protest. Neither Group nor its contractors will use such features without advance approval of Hotel.

ADDITIONAL REMEDIES

If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents, guests or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Agreement pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Agreement. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

GROUP'S PROPERTY

Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner.

CHOICE OF LAW

This Agreement will be interpreted in accordance with the laws of the state or province in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state or province.

DISPUTE RESOLUTION

- a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation unless the litigation seeks emergency injunctive relief.
- b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the federal court for the district or province in which the premises of Hotel is located or, if subject matter

jurisdiction in that court is lacking, in a state or provincial court where the Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.

c. In addition to any other obligations set forth in this Agreement, if any action is brought by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

d. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF THE HOTEL, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties covering the Room Block and Function(s) and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

NO ASSIGNMENT

Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. In the case of a Group assignment under this paragraph, Group shall provide notice to the Hotel and Group shall remain liable unless and until Hotel releases the Group. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

MISCELLANEOUS

Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

AIMBRIDGE-EVOLUTION MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and California-Nevada-Hawaii District of Kiwanis International has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____

Marriott Bonvoy Membership Number _____

* If Miles are desired instead of Points, please also provide: _____

Participating airline name _____

Participating airline frequent flyer account number _____

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection - This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

EXECUTION OF AGREEMENT

Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel.

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid, and binding signatures to this Agreement.

Any handwritten changes to this document will not be binding unless initialed by authorized representatives of both parties.

Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

Unless Hotel otherwise notifies Group at any time prior to Group's execution of this document, the Hotel will reserve the accommodations provided for herein for Group on a first-option basis until 11:59 p.m. of the prevailing time in effect where the premises of the Hotel is located, on December 31, 2022.

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below.

Approved and authorized by **California-Nevada-Hawaii District of Kiwanis International**.

Mark McDonald
Executive Director
California-Nevada-Hawaii District of Kiwanis International

Date

Lucky Sanabria
Group Sales Manager
The Citizen Hotel, Autograph Collection

Date



Group Sales Agreement

Residence Inn Sacramento Capitol Park
1121 15th Street
Sacramento, CA 95814

October 21, 2022

PROPERTY CONTACT

Sales Manager: Bethany Getz
Phone: 916-267-6808
Email: bethany.getz@marriott.com

GROUP DETAILS

Account: Cali-Nev-Ha District Key Club International
Group: Cal-Nev-Ha District Key Club International
Arrival: Friday, April 12, 2024
Departure: Sunday, April 14, 2024
Contact: Tim Cunning
Director Service Leadership Programs
Address: P. O. Box 1327
Rancho Cucamonga, CA
91729
Phone: 909-736-1705
Email: tim@cnhkiwanis.com

GUESTROOMS & RATES

Residence Inn Sacramento Capitol Park					
		Fri Apr 12		Sat Apr 13	
	Occupancy	Rooms	Rate	Rooms	Rate
Studio Suite	Q	80	\$229.00	80	\$229.00

Room Information

A complimentary, hot breakfast buffet is available every morning!
We also offer complimentary WiFi in the guest suites and the lobby.

DESCRIPTION OF GROUP EVENT

The following represents an agreement between Residence Inn by Marriott Sacramento Downtown (hereinafter referred to as "Hotel"), located at 1121 15th Street, Sacramento, CA 95814, and Cali-Nev-Ha District Key Club International (hereinafter referred to as "Group") and outlines specific conditions and services to be provided.

TAXES

Room rates quoted above are subject to prevailing city and state taxes in effect at the time of check-in. The current tax total is: 16.17%, breakdown of rates per night is as follows, 12% Occupancy Tax, 3% Convention and Tourism Fee, 1% Tourism Infrastructure, and 0.17% State Tourism Fee.

GUESTROOM COMMITMENT

Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing the room nights in the pattern set forth above (such number and such pattern, the "GUESTROOM COMMITMENT")

GUARANTEED ROOM BLOCK

The Hotel is relying upon the Group's use of the Guestroom Commitment. The group agrees that a loss will be incurred by the Hotel if the Group's actual usage is less than 80% of the total Guestroom Commitment, including early departures.

If the Group's actual usage is less than 80% of the Guestroom Commitment, the group agrees to pay, as liquidated damages and not as a penalty, the difference between 80 % of the Room Night Commitment and the Group's actual usage, multiplied by the average group room rate, plus applicable taxes. Attrition payments will be net, non-commissionable. _____ Initial

EARLY DEPARTURE FEE

The Group acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – a fee of 1 night's room and tax as compensation for the harm caused to the Hotel by unscheduled early departures (an "Early Departure Fee"). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee's scheduled departure date, without having notified the Hotel by 12:00 midnight the day after check-in of the change in scheduled departure. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel's control), the Group agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee's rooms reservation.

REBATE

The hotel agrees to pay a \$10.00 rebate back to the organization per each actualized revenue producing room night. The Hotel will provide a pick up report at the conclusion of the event. The Group will then be required to send an invoice for the total rebate amount along with a copy of the organizations W-9. The Hotel agrees to pay all rebates within 45 days of receipt of the Rebate Invoice.

SMOKE-FREE GUEST ROOMS

For the Group's comfort, all Marriott brand lodging rooms throughout the United States and Canada are 100 % smoke-free. The Group's attendees will not be able to make reservations for smoking rooms.

PARKING

The Hotel will offer the prevailing discounted parking rate at the time of the guest's stay. Currently, parking is \$25.00 for 1 vehicle per room per night with In and Out privileges. The hotel does not have valet parking. Our parking structure cannot accommodate vehicles over 7 ft. tall.

All parking for large vehicles that require multiple parking spaces must be pre-arranged with the sales department in advance of your arrival.

Please indicate here that your group will require additional parking YES or NO _____ Initial

RESERVATION PROCEDURE

The hotel understands that individual chapters are responsible for making their own reservations. They may make their reservations by calling (916) 443-0500 or (888) 236-2427 and identifying themselves with the Group. A group code and booking URL link for attendees will be provided by the Hotel upon return of the signed contract.

The Hotel check-in time is 4:00 PM and check-out is 11:00 AM. While we do make every effort to accommodate early arrivals and late departures the Hotel does not guarantee this will be available to your attendees. Any early or late departures must be approved by the sales office in writing prior to the Group's stay. It is the Group's responsibility to relay this information to their attendees.

RESERVATIONS CUT-OFF DATE

All reservations must be received by March 13, 2024.

At the cut-off date, the Hotel will release the unreserved rooms for general sale. Any reservations received after the cut-off date will be accepted on a space-available basis at the group rate. If the group rate is not available, the Group's attendees will be given the current rate at the time the reservation is made.

METHOD OF PAYMENT

Individual Chapters will be paying for the portion of rooms. These will need to be secured by credit card or check payments by the group's cut-off date 3/15/2024.

LIABILITY

The Hotel is not responsible for any loss or damage to Group's samples, displays, property or personal effects brought by the Group for the purpose of its function. The Hotel is not liable for any injury to any participant(s) with respect to his/her activity or stay at the Hotel. In the event that any damage occurs to the Hotel's furniture, fixtures, building or equipment and was caused by the installation, presence and/or removal of exhibits and exhibit materials, or the negligence of the Group or its delegates, the Group shall reimburse the Hotel for the cost of such repair or replacement as necessary.

INDEMNIFICATION

Mutual Indemnification. The Parties hereto agree to indemnify and hold each other harmless against and from, and shall compensate and reimburse each other for any damage, loss, claim, liability or expense (including legal fees and the cost of enforcing their respective rights under this agreement) arising directly or indirectly out of a breach of this agreement, other than those addressed in the Indemnification by Group paragraph of this Agreement. The parties acknowledge that money damages would not be a sufficient remedy for any breach of this agreement, and the parties would suffer irreparable harm as a result of any such breach. Accordingly, the parties will also be entitled to equitable relief, including injunction and specific performance, as a remedy for any breach or threatened breach of this agreement. The indemnification and equitable remedies referred to above will not be deemed to be the exclusive remedies for a breach of this agreement, but rather will be in addition to all other remedies available at law or in equity to the parties. In the event of litigation relating to this agreement, if a court of competent jurisdiction determines that either party has breached this agreement, said the breaching party will be liable for, and will pay the reasonable legal fees incurred in connection with such litigation (including any appeal relating thereto). This agreement will be binding upon and will inure to the benefit of the parties and their representatives, heirs, successors, and assigns.

Impossibility/Force Majeure

Either party will be excused from its obligations under this Contract if circumstances beyond its reasonable control, including: Acts of God; declared war in the United State; Federal, State or Local government restrictions on meetings in effect 60 days or less before the event dates that would prevent the event from taking place as contracted; civil disorder within a five mile radius of Hotel; or terrorist act in the city where Hotel is located; any of which make it illegal, impossible or commercially impracticable for the Event to be held at Hotel. The impacted group may terminate this Contract without liability by giving written notice within ten days of the occurrence.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Hotel agrees to use its "good faith" efforts to ensure that the Hotel complies with the requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA"). Hotel further agrees to indemnify and hold harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses that may be incurred by or asserted against the Hotel, or its officers, trustees, and employees on the basis of the Hotel's non-compliance with any of the provisions of the ADA. If the group has any specific requests for special services to accommodate persons with disabilities within the group, or if the group has experienced any specific problems in the past with accommodations necessary to satisfy the requirements of the group, the group is required to notify the hotel in advance of their arrival to allow the hotel accommodate those needs to the best of its ability.

CHANGES, ADDITIONS, MODIFICATIONS

All changes, additions, deletions, or stipulations including corrective lining-out by either «account» or Hotel will not be considered agreed to, or binding to the other, unless such modifications have been initialed or otherwise approved in writing by the other.

Cancellations:

CANCELLATION POLICY

If the Group cancels their group room commitment and/or their function agenda or moves the program to another city or facility after November 4, 2022 such decision would constitute a breach of its obligation to the Hotel and the Hotel would be harmed. If the group elects to cancel this contract, the group agrees to provide written notice to the Hotel accompanied by the payment indicated in the following scale, plus applicable service charge and taxes:

30 days to 0 days prior to arrival	- 100% of the total value of the groups program.
31 days to 60 days prior to arrival	- 75% of the total value of the groups program.
61 days to 89 days prior to arrival	- 50% of the total value of the groups program.
Over 90 days prior to arrival	- 25%. of the total value of the groups program.

Currently, we estimate the total value of the groups program at \$36,640.00. This dollar figure was derived from total guestroom nights and total retail catered food, beverage and room rental plus tax and gratuity. Any group canceling within 30 days of their scheduled event will pay 100% of the estimated value plus applicable service charge and taxes. **If there are signed Banquet Event Orders the cancellation value of the program will be the value of the Banquet Event Orders based on the agreed number of attendees.

ATTRITION

Group will meet its minimum revenue requirements under this Agreement based upon the Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	80% of Minimum Guest Room Revenue	= \$29,312.00
--------------------------------------	-----------------------------------	---------------

This attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue minus actual guest room revenue from Room Block
--

ACCEPTANCE

When presented by the Hotel to the Group, this document is an invitation by the Hotel to the Group to make an offer. Upon signature by the Group, this document will be an offer by the Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies the Group at any time prior to the Group's execution of this document, the outlined format and dates will be held by the Hotel for the Group on a first-option basis until November 4, 2022. If the Group 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.

This agreement (and any additional pages attached hereto) constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by Residence Inn Sacramento Capitol Park and an authorized representative of Cali-Nev-Ha District Key Club International.

To guarantee rates quoted, the availability of sleeping rooms requested, and all other terms, this contract must be signed and returned by December 31, 2022 or Residence Inn Sacramento Capitol Park reserves the right to release the guest rooms held.

I hereby accept the above stated terms and conditions, and further warrant that I have authority to sign on behalf of Cali-Nev-Ha District Key Club International.

Customer

Name: Mark McDonald
Title: Executive Director

Signature: _____

Date: _____

Property

Name: Bethany Getz
Title: Director of Sales

Signature: _____

Date: _____



HYATT REGENCY SACRAMENTO
 1209 L STREET
 SACRAMENTO, CA, 95814-, US
 T: (916) 443-1234
 F: (916) 321-3788

GROUP SALES AGREEMENT

Date Prepared: October 26, 2022

Group Contact: Timothy Cunning

Title: Director, Service Leadership Programs

Organization: Key Club Intl CA-NV-HI

Address: 8360 Red Oak Street, Suite 201
 Rancho Cucamonga CA 91730-0608

Telephone: (909) 736-1705 Email: tim@cnhkiwanis.org

Event Name: 2024 Cali-Nev-Ha District of Key Club International

Official Event Dates: April 11-14, 2024

Hotel Sales Manager: Jennifer Mann

Title: Senior Sales Manager

Telephone: (916) 321-3545 Fax: (916) 321-3788 Email: jennifer.mann@hyatt.com

KEY CLUB INTL CA NV HI ("Group") and Hyatt Corporation as agent of CAPITOL REGENCY LLC, A CALIFORNIA LIMITED LIABILITY COMPANY d/b/a HYATT REGENCY SACRAMENTO ("Hotel") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **December 31, 2022**. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by **December 31, 2022**, Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.

GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT

The table below sets forth the total number of guest rooms set aside by Hotel for Group's use during the Official Event Dates ("Guest Room Block") together with the associated daily contracted guest room revenue ("Contracted Guest Room Revenue Commitment"), and Group's daily Guest Room Revenue Minimum (as defined herein).

Date	Day	Dbl/DbI	Park Capitol Suite	King	Daily Contracted Guest Room Block	Daily Contracted Guest Room Revenue Commitment	Daily Contracted Guest Room Revenue Minimum
11 Apr 2024	Thursday	25	2	15	42	\$7,470.00	\$5,976.00
12 Apr 2024	Friday	180	4	35	219	\$41,205.00	\$32,964.00
13 Apr 2024	Saturday	180	4	35	219	\$41,205.00	\$32,964.00

Total Contracted Guest Room Block: 480
Total Guest Room Revenue Commitment: \$89,880.00
Total Guest Room Revenue Minimum: \$71,904.00

The following suite accommodations are included in the above Guest Room Block:

Suites: Two (2) Park Capitol Suite upgrades at the Group Rate, arriving April 11, 2024 and departing April 14, 2024
Two (2) Park Capitol Suite upgrades at the Group Rate, arriving April 12, 2024 and departing April 14, 2024

GUEST ROOM RATES

Hotel confirms the following Guest Room Rates:

Room Type	Block Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Standard King/Dbls	Group	\$195.00	\$195.00	\$195.00	\$195.00
King	Staff / Setup	\$147.00	\$147.00	\$147.00	\$147.00
Park Capitol Suite	Group	\$195.00	\$195.00	\$195.00	\$195.00

The Guest Room Rates are quoted exclusive of any applicable taxes (which are currently 12% Occupancy Tax, 3% Sacramento Tourism Assessment, 1% Sacramento Tourism Improvement District Assessment and 0.195% CA Tourism Assessment Fees per room, per night), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

RESERVATION METHOD

Hotel recommends using a web-based reservation system to make room reservations. Reservations may be made, modified or cancelled by attendees via a URL provided by Hotel and published by Group to potential attendees (user names or passwords provided to Group to access the web-based reservation system are confidential and their misuse is Group’s responsibility), and the privacy policy of the host of such URL shall apply. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

CUT-OFF DATE

The "Cut-Off Date" is **March 20, 2024**. After the Cut-Off Date, all rooms within Group’s contracted Guest Room Block that have not been reserved will be returned to Hotel’s general inventory. Reservation requests for rooms within the Guest Room Block received after the Cut-Off Date will be based on availability at Hotel’s prevailing rates and will be credited to achieving Group’s Contracted Guest Room Revenue Commitment. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Hotel’s inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

YOUTH GROUP SPECIFIC TERMS

Standard of Conduct

- Any Group who, through unruly behavior, infringement of accommodation regulations, or breach of local laws and/or customs, upsets the enjoyment of other clients may be subject to eviction from their accommodations and must seek alternative housing at their own expense. Any and all deposits will be forfeited while responsibility for any fees owed will remain attached to the Group and will need to be paid prior to departure.

Quiet Enjoyment

- The Hotel asks that the Group be considerate of other guests staying in the Hotel. Should the Hotel receive any guest complaints regarding noise from the Group’s guest rooms, the party at fault will be given one (1) warning. Should the Hotel have to compensate another guest due to noise by the Group, the Group will be responsible for these charges.

Damage to Hotel Property

- The Group shall be responsible for any damage to the Hotel’s sleeping rooms and meeting space during the Group’s event. Should damage occur, the Hotel will assess the approximate cost of the damage in question and notify the Group. Reimbursement for the damage will be due by the group to the Hotel upon the Group’s departure.

COMPLIMENTARY ROOMS

Hotel will provide Group with one (1) complimentary room for every fifty (50) revenue-producing guest rooms occupied by Group on a cumulative basis over the Official Event Dates. The number of complimentary rooms provided to Group shall be

determined by adding together the total actualized room nights per night of consecutive night stays over the Official Event Dates and dividing the total by fifty (50).

Complimentary rooms, discounted guest rooms and suites, and pre-and post-Event rooms, if any, are considered concessions and shall not be included in the calculation of revenue-producing guest rooms to determine the number of complimentary rooms. Complimentary rooms may not be used as credit for Event fees or future events. All complimentary rooms earned by Group must be assigned to a specific Group attendee, otherwise they have no value and if not utilized, have no monetary value.

NON-COMMISSIONABLE

The Guest Room Rates set forth above are confirmed on a net, non-commissionable basis.

REBATE

A rebate in the amount of \$10.00 per fully paid occupied room night, at the contracted Guest Room Rate, within the Guest Room Block will be credited to Group following Group's payment in full of the Master Account to assist with Event-related costs and expenses. Group shall disclose the existence of this rebate to its members and attendees prior to the Event in all pre-Event collateral and program materials. No rebate will be paid on any Attrition Charges, or Cancellation Charges collected by Hotel, no-show or early departure fees, guest rooms booked outside of the Guest Room Block, or on any discounted rooms, including but not limited to staff rooms.

CONTRACTED GUEST ROOM REVENUE COMMITMENT

By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Total Contracted Guest Room Revenue Commitment and Group is responsible to achieve the Total Guest Room Revenue Minimum (as defined herein), as set forth in the Guest Room Block (plus any applicable taxes, service charges and other fees). Hotel agrees to allow Group to reduce its Total Contracted Guest Room Revenue by **twenty (20%) percent** (referred to as the "Total Guest Room Revenue Minimum"). Should Group's actualized guest room revenue fall below the Total Guest Room Revenue Minimum, Group shall pay as liquidated damages the difference between the Total Guest Room Revenue Minimum and the total actualized guest room revenue, plus any applicable taxes and service charges, as calculated on a cumulative basis ("Attrition Charges"). However, on any date Group does not meet its Daily Guest Room Revenue Minimum and Hotel achieves one hundred percent 100% occupancy for that date, the Daily Guest Room Revenue Minimum will be considered fulfilled for that date and no Attrition Charges will be due for that date. Overachievement of the Daily Contracted Guest Room Revenue or the Daily Guest Room Revenue Minimum for any date during the Event may be applied to any other date during the Event. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account together with any applicable taxes and service charges.

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of its Guest Room Block or fulfilling the Contracted Guest Room Revenue Minimum.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Contracted Guest Room Revenue Commitment set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Contracted Guest Room Revenue Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group's obligations under this Section shall survive completion of this Agreement.

SPECIAL CONSIDERATIONS

Hotel, as a special consideration to Group, will provide:

- Two (2) Park Capitol Suite upgrades at the Group Rate, arriving April 11, 2024 and departing April 14, 2024
- Two (2) Park Capitol Suite upgrades at the Group Rate, arriving April 12, 2024 and departing April 14, 2024
- \$25.00 roll-a-way rental per stay for use in king bedded rooms. Only one roll-a-way may be put in a king room. Reserve in advance and charge will post to the individual guest room

CONVENTION CENTER CONTINGENCIES

The obligation of Group to perform this Agreement is subject to and contingent upon the availability of the SAFE Credit Union Convention Center for Group's use over the official Event dates. If the SAFE Credit Union Sacramento Convention Center shall not be available, then Group shall have the right to terminate this Agreement without penalty upon written notice

to the Hotel within thirty (30) days of Group’s learning of the Center’s availability. Any deposits paid by Group or its guests prior to any such cancellation shall be refunded within thirty (30) days from the date of notification of cancellation.

BILLING ARRANGEMENTS

Individuals shall be responsible for their own guest room, tax, incidental charges and any other charges not authorized by Group to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Master Account is limited to charges for the Meeting and Event Space Rental Fee, food and beverage events and other services requested by Group.

Credit procedures will be provided to Group by Hotel upon the request for a credit application.

If Group wishes to set up direct billing for the Master Account, this signed Agreement must be returned to the Hotel and a credit application must be completed at least three (3) months prior to arrival and returned to Hotel for approval. In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges.

In the event that credit is not requested, not approved or subsequently rescinded, payment of Group's total estimated Master Account will be due to Hotel prior to Group’s arrival in accordance with the deposit schedule below. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due.

Please note that Hotel never requests billing information or requests changes to billing information via email. Should Group receive any billing notice or inquiry via email, please contact the Hotel Sales Manager at the phone number set forth above.

WORLD OF HYATT BONUS POINTS

Our World of Hyatt program offers benefits to its members who plan qualifying meetings or other events at a participating Hyatt hotel or resort. Participation is governed by the World of Hyatt Program Terms, available at <https://help.hyatt.com/en/hyatt-terms/world-of-hyatt-terms.html>. If the Event satisfies the requirements of a “Qualifying Event” (as defined in Appendix D of the World of Hyatt program terms), World of Hyatt Bonus Points will be awarded to Group or to the individual(s) or entity as directed by Group or Group’s Agent, as applicable (the “Bonus Points Recipient”).

The chart below must be completed prior to execution of this Agreement.

Name	World of Hyatt Acct #	Percentage of Bonus Points
		%
		%

Hyatt will not retroactively credit the Bonus Points Recipient for any World of Hyatt benefits the Bonus Points Recipient may have otherwise received if the Bonus Points Recipient fails to associate its World of Hyatt membership number with the Event before the execution of this Agreement.

DEPOSITS - schedule

Group shall provide a non-refundable (except as specifically provided herein) deposit in the total amount of **\$10,000.00** payable as set forth in the table below. All deposits will be credited towards any Attrition Charges (defined below) or Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH. Hotel will provide a Credit Card Authorization form via Sertifi for scheduled payments made by credit card or ACH.

Payment type	Description	Due date	Due amount
Deposit	Initial Deposit	April 26, 2023	\$5,000.00
Deposit	Final Deposit	Confirmed by Event Planning Manager	TBD

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

From April 12, 2023 through the first day of the Event	\$71,904.00 (80% of the aggregate Contracted Guest Room Revenue Commitment)
Agreement signing through April 11, 2023	\$62,916.00 (70% of the aggregate Contracted Guest Room Revenue Commitment)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate, for reasons, including, but not limited to, the uncertainty, at the time of contracting, of the business that can be rebooked and the associated rates; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above scale.

The parties’ obligations under this Section shall survive termination of this Agreement.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party’s performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a pandemic, a travel restriction on members of the general public issued by a governmental agency, curtailment of public transportation facilities, or any other unexpected emergency of a comparable nature beyond the party’s control that in each case makes it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- (iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel’s notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys’ fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled “Compliance with Laws” or “Privacy of Personal Information.”

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

INSURANCE

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

CONTRACTORS

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates as additional insureds with regard to their activities.

PUBLIC ACCESS LAWS

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

This Section shall survive completion or earlier termination of this Agreement.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests and Event attendees ("Guests") where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, Event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g., a web-based reservation system) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) of that third party and may be different than those in this Agreement.

HUMAN RIGHTS/COMBATING HUMAN TRAFFICKING

Hyatt has taken an aggressive stance on identifying and working to prevent human trafficking, including sex and labor trafficking of adults and children, within our sphere of influence. Hyatt's statement relating to Human Rights and Combating Human Trafficking is available at <https://about.hyatt.com/en/world-of-care/caring-for-people/human-rights-trafficking.html>.

HYATT'S GLOBAL CARE & CLEANLINESS COMMITMENT

Hyatt's priority is guest and colleague safety and wellbeing. Guided by our purpose of care, Hyatt has established a multi-layered Global Care & Cleanliness Commitment that builds on our existing rigorous protocols and includes an accreditation process, colleague training and support resources and a cross-functional working group of medical experts and industry professionals. Hyatt's Global Care & Cleanliness Commitment is available at: <https://www.hyatt.com/info/global-care-and-cleanliness-commitment>.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located (excluding its conflicts of law rules). Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury.

WAIVER OF JURY TRIAL

To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is

sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

ENTIRE AGREEMENT

This Agreement, along with the attached Program of Events, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative

By: _____

By: _____

Name: Jennifer Mann

Name: Mark McDonald

Title: Senior Sales Manager

Title: Executive Director

Date: _____

Date: _____



Please email to Danika Montejano at Danika.Montejano@marriott.com. Direct line is (925) 433-4527

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between **Sheraton Grand Sacramento Hotel**, 1230 J St., Sacramento, CA, 95814, (916) 447-1700 and **California-Nevada-Hawaii District of Kiwanis International**.

ORGANIZATION: California-Nevada-Hawaii District of Kiwanis International
 CONTACT:
 Name: Timothy Cuning
 Job Title: Director of Service Leadership Programs
 Street Address: 8360 Red Oak Street Ste 201
 City, State, Postal Code: Rancho Cucamonga, CA 91730-0608
 Phone Number: (909) 736-1705
 E-mail Address: tim@cnhkiwanis.org

NAME OF EVENT: **The Cali Nev Ha District of Key Club Convention 2024**
 REFERENCE #: **M-NLGQHFN**
 OFFICIAL PROGRAM DATES: **Thursday, 04/11/2024 - Sunday, 04/14/2024**

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and California-Nevada-Hawaii District of Kiwanis International agrees that it will be responsible for utilizing, 441 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Double/Double	Traditional King	Bay Window Suite	Staff	Total Rooms
04/11/2024	Thu	30	8	2	7	47
04/12/2024	Fri	180	8	2	7	197
04/13/2024	Sat	180	8	2	7	197

GROUP ROOM RATES

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

Room Type	Single Rate	Double Rate	Triple Rate	Quadruple Rate
Traditional Double/Double	\$189.00*	\$199.00*	\$204.00*	\$204.00*
Traditional King	\$189.00*	\$199.00*	\$204.00*	\$204.00*
Bay Window Suite	\$189.00*	\$199.00*	\$204.00*	\$204.00*
Staff	\$161.00	\$171.00	\$175.00	\$175.00

Group Rate includes a \$10.00 rebate to the Master Account to help offset costs of Convention Center

Hotel's room rates are subject to applicable state and local taxes (currently **12%** Occupancy Tax + **0.3%** California Tourism Marketing Assessment + **4%** Sacramento Tourism Management District Fee = **16.3%**) in effect at the time of check-out.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment the Hotel will provide California-Nevada-Hawaii District of Kiwanis International with the following special concessions:

- Two (2) Bay Window Suite Upgrades at group rate from *arrival Thu, April 4, 2024 – departing Sun, April 14, 2024*
- Seven (7) Staff rooms at \$161.00 from *arrival Thu, April 4, 2024 – departing Sun, April 14, 2024*
- Complimentary standard internet access in the guest room for all Marriott Bonvoy Members. Attendees can sign up ahead of time at www.marriott.com/loyalty.mi, or Hotel will assist with signing up new members upon check in. Otherwise, the cost is discounted for your attendees to \$2.00 per room, per night for standard internet access in the guestrooms, if used (value \$14.95 per room/night)
- \$10.00 Rebate per Actualized Guest Room
- Double Bonvoy Points with executed agreement by *Wednesday, November 30, 2022*

REBATE

The group room rate of **\$189.00 listed above includes a \$10.00 rebate** on all utilized contracted room nights payable to California-Nevada-Hawaii District of Kiwanis International. Rebate does not apply to any discounted or complimentary rooms listed above to include but not limited to Staff Rooms or Suites. Pick-up numbers are to be submitted to California-Nevada-Hawaii District of Kiwanis International by the hotel within 48 hours after group's departure. Rebates will be paid within 45 (forty-five) calendar days after group's departure.

REQUEST FOR PORTION OF ROOM RATE

California-Nevada-Hawaii District of Kiwanis International has requested that Hotel place an additional charge on the room folio of its Event attendees and collect it for California-Nevada-Hawaii District of Kiwanis International's benefit. Hotel will collect the amount, provided the Hotel has approved the method in which California-Nevada-Hawaii District of Kiwanis International has advised each of its attendees that they will be billed this charge, and provided that Hotel approves the content of the disclosure. All receipts for such charges will be paid California-Nevada-Hawaii District of Kiwanis International upon receipt by Hotel of payment for the Master Account.

ADJUSTMENTS TO CONCESSIONS

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

COMPLIMENTARY ROOMS

California-Nevada-Hawaii District of Kiwanis International will be entitled to **one (1) complimentary room night for every fifty (50) room nights actualized and paid for at group rate on a daily basis**. Complimentary rooms do not include suites, connecting rooms or upgraded room types which would carry a premium rate above the contracted Group Rate, or room nights outside the dates of the contracted room block, *including pre and post room nights offered as a concession*.

COMMISSION

The group room rates listed above are net non-commissionable. California-Nevada-Hawaii District of Kiwanis International will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

ROOMS ATTRITION

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

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

METHOD OF RESERVATIONS (Individuals making online reservations) - ATTENDEES

Hotel is pleased to offer California-Nevada-Hawaii District of Kiwanis International the use of an online group reservations system. *All reservations will be made, modified, or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number.* It is the responsibility of California-Nevada-Hawaii District of Kiwanis International to publish and provide this information to potential attendees through the planner's meeting website or through email. California-Nevada-Hawaii District of Kiwanis International shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate.

Hotel will provide California-Nevada-Hawaii District of Kiwanis International with information about how to access its information through the online group reservations system.

GUARANTEED RESERVATIONS - ATTENDEES

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

METHOD OF RESERVATIONS (Online Reservations via Rooming List) – STAFF / UPGRADES

Hotel is pleased to offer California-Nevada-Hawaii District of Kiwanis International the use of an online group reservations system. *A rooming list is to be provided by the meeting planner or its designee, by the Cutoff Date of **Thursday, March 21, 2024**, in the Hotel rooming list format for automatic upload into the online group reservations system.* The planner will be given access to make, modify, or cancel reservations after the first list is uploaded and/or Hotel will publish a website for attendees to access to manage their modifications or changes themselves. Reservations must be made on or before the Cutoff Date of **Thursday, March 21, 2024**, in order to be eligible for the group rate. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate.

Hotel will provide California-Nevada-Hawaii District of Kiwanis International with information about how to access its information through the online group reservations system.

GUARANTEED RESERVATIONS – STAFF / UPGRADES

California-Nevada-Hawaii District of Kiwanis International has agreed to guarantee all reservations. This means California-Nevada-Hawaii District of Kiwanis International will pay for rooms held and not utilized by attendees.

CUTOFF DATE

Reservations by attendees must be received on or before, Thursday, March 21, 2024 (the “Cutoff Date”). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the California-Nevada-Hawaii District of Kiwanis International group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect California-Nevada-Hawaii District of Kiwanis International’s obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

NO ROOM TRANSFER BY GUEST

California-Nevada-Hawaii District of Kiwanis International agrees that neither California-Nevada-Hawaii District of Kiwanis International nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with California-Nevada-Hawaii District of Kiwanis International reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

ATTENDEES BILLING ARRANGEMENTS

The following billing arrangements apply: **Individual to pay all charges** (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)

STAFF BILLING ARRANGEMENTS

The following billing arrangements apply: **Room and tax charges to Master Account**

MASTER ACCOUNT

Hotel must be notified in writing at least **7 days prior** to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of California-Nevada-Hawaii District of Kiwanis International credit. If credit is approved, the outstanding balance of California-Nevada-Hawaii District of Kiwanis International Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

California-Nevada-Hawaii District of Kiwanis International will raise any disputed charges within **10 days after** receipt of the invoice. The Hotel will work with California-Nevada-Hawaii District of Kiwanis International in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of 1-1/2% per month (18% annual rate) on the unpaid balance commencing on the invoice date.

California-Nevada-Hawaii District of Kiwanis International has indicated that it has elected to use the following form of payment:

Cash, money order, or other guaranteed form of payment

Credit card (We accept all major credit cards)

Company check or Electronic Funds Transfer

[agreed alternative]

California-Nevada-Hawaii District of Kiwanis International may not change this form of payment.

In the event that credit is not approved, California-Nevada-Hawaii District of Kiwanis International agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group’s event.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If California-Nevada-Hawaii District of Kiwanis International wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement California-Nevada-Hawaii District of Kiwanis International shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by California-Nevada-Hawaii District of Kiwanis International.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

California-Nevada-Hawaii District of Kiwanis International agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

I hereby authorize that the total estimated charges for the event I am holding at Sheraton Grand Sacramento Hotel and will be charged in advance ten (10) days prior to arrival to the credit card provided as a deposit on my account and any remaining balance will be charged at the end of the event. I certify that I am the authorized signer of the credit card provided and that all information is complete and accurate.

CANCELLATION

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

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

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

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Agreement to April 10, 2023	25% of Total Room Revenue*
From April 11, 2023 to July 10, 2023	50% of Total Room Revenue*
From July 11, 2023 to Oct 10, 2023	75% of Total Room Revenue*
From October 11, 2023 to Date of Arrival	100% of Total Room Revenue*

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

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

IMPOSSIBILITY

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

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and California-Nevada-Hawaii District of Kiwanis International agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or California-Nevada-Hawaii District of Kiwanis International will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

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

LIQUOR LICENSE

California-Nevada-Hawaii District of Kiwanis International understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

PARKING COST FOR OVERNIGHT GUESTS

Current overnight parking pricing as follow:

Valet Parking \$35.00 per day

***In and out privileges for overnight guests.**

SHIPPING/RECEIVING/HANDLING

The Hotel will only accept pre-paid packages, any packages delivered C.O.D will be refused without notification to the shipper. If you will be shipping conference materials to the hotel for this event, please label each package with the following information:

[Name of Group] and [On-site Contact] (*address to the person who will be looking for it*)

c/o Sheraton Grand Hotel

1230 J Street, Sacramento, CA 95814

Hold for_____

Name & Date _____Conference

Box(es)_____of_____ (*Multiple boxes MUST be numbered*)

Name of Hotel Catering/Convention Services Manager

Box deliveries will be assessed a handling fee determined by weight:

Package Weight	Cost of Box Deliveries
0-5 lbs.	\$5.00
6-20 lbs.	\$10.00
21-50 lbs.	\$15.00
Over 51 lbs.	\$25.00
Per Crate or Pallet	\$75.00

A one-time package storage fee will apply to each package received and stored for more than five (5) calendar days. Items measuring over 6.5 feet in size are considered oversize and will be assessed an additional oversize fee if stored for more than five (5) calendar days.

Items that require extra handling, such as pallet/crate breakdown or build up, multiple pickup or delivery points, or collecting and disposing of packaging materials, will be assessed an additional fee of \$70.00 per hour with a minimum of \$35.00 for 30 minutes. This fee will be assessed for each FedEx Office team member dedicated to performing these additional services. Please note that FedEx Office team members cannot lend out any moving equipment, which includes pallet jacks, dollies, and flatbed carts.

Prices are subject to change.

SHIPPING/DELIVERY AND STORAGE

No materials to be sent to hotel more than 3 days prior to April 11, 2024. *The Shipping/Delivery and Storage House Charge is used to offset cost of utility and equipment, and other non-labor expenses. The Shipping/Delivery and Storage House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees.* Hotel will not be responsible for any lost or damaged materials sent to hotel prior to April 11, 2024.

- Special arrangements must be made for receiving any equipment, goods, displays or other materials that will be sent, delivered or brought into the Hotel outside of normal Receiving hours. Failure to make special arrangements may result in deliveries being refused or materials being unavailable when required.
- The Hotel does not accept liability for equipment, goods, displays or other materials which arrive unmarked or fail to arrive at the Hotel. The Group is responsible for insuring its property for loss or damage.

The hotel has very limited storage space. *Packages received prior to 3 days before arrival will be assessed a storage fee based on total weight as rates listed above.*

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

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

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

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

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

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

PRIVACY

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

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

California-Nevada-Hawaii District of Kiwanis International will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel’s privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual’s own personal data to the extent directed by, consented to or requested by such individual.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and California-Nevada-Hawaii District of Kiwanis International has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name **Tim Cunning**

Marriott Bonvoy Membership Number **812 594 034**

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account number _____

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that California-Nevada-Hawaii District of Kiwanis International has given to the Hotel. California-Nevada-Hawaii District of Kiwanis International agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to California-Nevada-Hawaii District of Kiwanis International.

ACCEPTANCE

When presented by the Hotel to California-Nevada-Hawaii District of Kiwanis International, this document is an invitation by the Hotel to California-Nevada-Hawaii District of Kiwanis International to make an offer. Upon signature by California-Nevada-Hawaii District of Kiwanis International, this document will be an offer by California-Nevada-Hawaii District of Kiwanis International. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies California-Nevada-Hawaii District of Kiwanis International at any time prior to California-Nevada-Hawaii District of Kiwanis International’s execution of this document, the outlined format and dates will be held by the Hotel for California-Nevada-Hawaii District of Kiwanis International on a first-option basis until **Wednesday, November 30, 2022**. If California-Nevada-Hawaii District of Kiwanis International cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, California-Nevada-Hawaii District of Kiwanis International and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by California-Nevada-Hawaii District of Kiwanis International

Name:

Title:

Signature:

Date:

Approved and authorized by Hotel:

Name: Danika Montejano

Title: Senior Sales Manager

Signature:

Date:

GROUP SALES AGREEMENT

This agreement is made and entered into as of 10/25/2022, by and between **Western Camps Inc, dba Wonder Valley Ranch Resort** (hereinafter referred to as “Wonder Valley”) and **Cal-Nevada-Hawaii District of Kiwanis International** (hereinafter referred to as “Group”). Group agrees that the terms of this Agreement are based upon the information provided by **Cal-Nevada-Hawaii District of Kiwanis International** below.

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: Cal-Nev-Ha Dist. Kiwanis

CONTACT PERSON:

Name: McDonald, Mark	Phone Number: (909) 736-1703
Job Title:	Email Address: mark@cnhkiwanis.org
Street Address: 8360 Red Oak St Suite 201	City, State, Zip: Rancho Cucamonga, CA 91730

NAME OF EVENT: Cal-Nevada-Hawaii District of
Kiwanis International

ARRIVAL DATE: 10/06/2023

EVENT TYPE: Retreat

TIME: 2:00 PM

BOOKING #: 6075844

DEPARTURE DATE: 10/08/2023

TIME: 11:00 AM

GUEST ROOM RESERVATIONS AND GROUP RATES

Wonder Valley will hold the following block of rooms for Group’s Use. Unless indicated in this Agreement, Wonder Valley does not guarantee any particular room locations and guest placement is based on room type and occupancy requirements.

Room Type	10/06/2023	10/07/2023	Total
Adjoining Room	6	6	12
Built in Dorm	12	12	24
Cottage	9	9	18
Millcreek Center	1	1	2
Standard 1 King Room	2	2	4
Standard 2 King Room	25	25	50
Total	55	55	110

Guest Room Check In Time: 4:00 PM Check Out Time: 11:00 AM

Group Package Rates Include:

- Accommodation
- 5 Chefs Choice Buffet Meals
- Starting with Dinner the first night through Breakfast the last day
- One Meeting Room and set-up
- Use of Recreational Facilities Including
 - Boating and Fishing on Dalton Pond
- Game Pavilion including Ping Pong & Pool Tables
- Aquatic Sports Center, Tennis, Basketball, and Volleyball Courts
- Horseshoe Pits, Swimming Pool
- All Taxes & Service Charges

Group Package Rates:

- Dorm Occupancy: \$345 per person
 - Quad Occupancy \$347 per person
 - Triple Occupancy: \$357 per person
 - Double Occupancy \$364 per person
 - Single Occupancy: \$421 per person
 - Millcreek: \$788 per night (\$735 multi-night rate)
- (Rate includes 10 people - Additional guests \$20 per person per night - maximum capacity 20 guests)

Optional Activities & Services: Facilities, activities, and services not listed above, are not included in your package. Please contact your Sales Manager for additional add-on rates. Those discussed at the time of booking are listed below for your convenience.

Package Add-On Rates:

- | | |
|---|--|
| Campfire: \$45 flat fee
(up to 2.5 hours) | -Additional Meeting Rooms \$500 per Meeting Room per day |
| Hot Chocolate & Smores: \$2.50 per person | -Horse Drawn Trolley Rides: \$225 per hour
(Seats up to 12. Ride times tailored to group size) |
| Lifeguard: \$40 per lifeguard
(2 hours minimum) | -Horse Drawn Trolley Ride: \$225 per hour
(Seats up to 12. Ride times tailored to fit group size) |
| -Boat Tender: \$40 per boat tender
(2 hours minimum) | |

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

MINIMUM GUARANTEE

Your package is based on a minimum guaranteed payment for **150 Paid Guests**. Guarantee is based on full package overnight guests; Day Use only guests do not apply towards minimum guarantee. If not required sooner, a final head count must be given 15 days prior to arrival. Additional fees may apply for set-ups or accommodation changes after this date. Guarantees of attendance are not subject to reduction. Final charges will be based on your minimum guarantee, final head count, or actual number of attendees, whichever is greater.

BOOKING AND ADVANCE PAYMENT

An advance payment of \$1,000.00 is required to confirm your event reservation and will be credited towards the Group's Master Account. Your event booking is considered tentative until both this payment and signed agreement are received.

METHOD OF RESERVATIONS

Individual room reservations for the Event will be made by submission of a rooming list sent by Group at least 15 days prior to arrival date for the event.

CUTOFF DATE

Reservations must be received on or before 10/06/2023, the "Cutoff Date". At the Cutoff Date, Wonder Valley will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept additional reservations based on a space-available basis after this date.

NO ROOM TRANSFER BY GUEST

Group agrees that neither Group 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 Group reservations for guestrooms, meeting rooms, or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS & PAYMENT SCHEDULE

All charges related to the Group's event will be billed to the Group's Master Account. The following payment schedule will apply:

Upon booking the Event:	25% of estimated event total due
	: 50% of estimated event total due
	09/29/2023: 100% of total event charges due
Any remaining agreed upon additional expenses due on the last day of the event	

Final charges will be based on your minimum guarantee, final head count, or actual number of attendees, whichever is greater. The outstanding balance of Cal-Nevada-Hawaii District of Kiwanis International (less any advance payments and exclusive of disputed charges) will be due and payable upon receipt of the invoice prior to departure on the final event day.

Group will raise any disputed charge(s) within 7 days after receipt of the invoice. Wonder Valley will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Wonder Valley will impose a finance charge at the rate of 1-1/2% per month or the maximum allowed by law on the unpaid balance commencing on the invoice date.

METHOD OF PAYMENT

Cal-Nevada-Hawaii District of Kiwanis International has indicated that it has elected to use the following form of payment:

- | | |
|---|--|
| <input type="checkbox"/> Cash, money order, or other guaranteed form of payment
<input type="checkbox"/> Credit card (VISA, MasterCard, or AMEX) | <input type="checkbox"/> Company check or Electronic Funds Transfer
<input type="checkbox"/> _____ [agreed alternative] |
|---|--|

CANCELLATION

Group acknowledges that if it cancels or otherwise essentially abandons its planned use of the facility and room night commitment (a "Cancellation"), Wonder Valley will suffer damages. The closer in time the cancellation occurs to the event date, the greater the damages will be. Therefore, Group agrees to pay Wonder Valley at the time of cancellation a liquidated damages fee, as follows:

10/25/2022 to : No fees due. Advance payment will be refunded less \$100 handling fee.

to : 25% of total anticipated revenue

to : 50% of total anticipated revenue

to 10/06/2023: 100% of total anticipated revenue

MULTIPLE CONTRACTS

Wonder Valley may cancel upon written notice to Group any future events booked by Group, or any entity or persons affiliated with Group, whether included in this Agreement or pursuant to any agreements signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with Wonder Valley; (2) Group causes any damage, in Wonder Valley's sole discretion, to Wonder Valley property or reputation; (3) Group violates, in Wonder Valley's opinion, any term of this Agreement.

ADDITIONAL TERMS AND CONDITIONS

LIQUOR LICENSE

Group understands that Wonder Valley's liquor license requires that alcoholic beverages only be dispensed by Wonder Valley employees or bartenders except in individual guest accommodations. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age. Any violation of the alcohol premises license may cause immediate closure of the event and/or individual guests in violation may be asked to vacate the property with no refund of payment.

GROUP SIGNAGE/USE OF WONDER VALLEY NAME

Group shall not use the name/logo of Wonder Valley in any promotional material without prior approval of the General Manager of Wonder Valley. It is further agreed to that any damage to the facility caused by Group signage, banner or displays being affixed to the walls, fixtures, or carpet will be billed to the Group.

SECURITY

Wonder Valley may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from Wonder Valley or Wonder Valley may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by Wonder Valley prior to the function. If Group hires an outside service in accordance with the above, Group must provide Wonder Valley with a copy of the agreement, which shall indemnify Wonder Valley and its owners, and their parent, subsidiary and affiliated company and their employees, representatives, and agents, from and against any liabilities related to the services.

SMOKING AND DRUG POLICY

Illegal and/or recreational drugs are prohibited on Wonder Valley's property at all times. In addition, smoking is not permitted anywhere inside meeting facilities or overnight accommodations. Guests may smoke tobacco or electronic cigarettes in designated outdoor smoking areas only. To protect the indoor smoke-free environment, Wonder Valley will post a \$250 cleaning fee to the master group account responsible for any individual guest who smokes in their room. Managers will make every effort to communicate to Group which room sustained smoke damages in order for Group to collect fees from the individual(s) responsible. To ensure cooperation and comfort of Group's attendees, Group agrees to advise its attendees of Wonder Valley's smoking policy and Wonder Valley will also advise the attendees in the form of a no-smoking placard inside the sleeping accommodations. Any guests found in possession of any drugs may cause immediate closure of the event and may be asked to vacate the property with no refund of payment.

RATE CHANGES

Wonder Valley reserves the right to increase rates due to unexpected changes in the cost of raw materials or goods, insurance, energy, or otherwise costs which were not known at the time of booking. If the increase is greater than 10%, Group may choose to cancel within 14 days of notification with no penalty other than the \$100 handling fee. Wonder Valley shall not impose any surcharges on the cost of your function less than 30 days prior to the event date.

PHOTOGRAPHY RELEASE

Unless otherwise requested, <https://www.lawinsider.com/clause/image-release> Group agrees, on behalf of its attendees, that Wonder Valley may use images from Group's Event for display, advertising, website, blog and magazine submissions and any other means of promotion of Wonder Valley's business, and Wonder Valley has the right to alter the images. Group and its attendees waive any right to payment, royalties or any other consideration for the use of the images. Group and its attendees waive the right to inspect or approve the finished product, including written or electronic copy. Wonder Valley is hereby held harmless and released and forever discharged from all claims, demands, and causes of action which Group, their heirs, representatives, executors, administrators, or any other persons acting on Group's behalf or on behalf of the Group's estates have or may have by reason of this authorization.

GENERAL PROVISIONS

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, natural disasters, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities - to the extent that such circumstance makes it illegal or impossible to provide or use Wonder Valley's 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.

DAMAGE CLAUSE

In the event that damage to Wonder Valley property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Wonder Valley may charge Group's master account or directly bill Group for all such charges.

ASSUMPTION OF RISK AND INDEMNIFICATION

In consideration of being permitted to participate in any way in the resort activities included in this Agreement, Group, its attendees, invitees, representatives or assigns, do hereby release, waive, discharge, and covenant not to sue Wonder Valley, its officers, employees, and agents from liability from any and all claims including the negligence of Wonder Valley, its officers, employees and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in the activities. Participation in the included activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. Group shall indemnify, defend and hold harmless Wonder Valley and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct or breaches of their obligations under this Agreement.

GROUP'S PROPERTY

Group agrees Wonder Valley will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Wonder Valley's property. State laws will govern Wonder Valley's liability in the event items are stolen from within individual guest rooms. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Wonder Valley staff, other than as provided in this Agreement.

INSURANCE

Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Wonder Valley's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

DISPUTE RESOLUTION

Wonder Valley and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State of California and the exclusive venue for any dispute arising out of this Agreement shall be in Fresno County. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney's fees. Group and Wonder Valley agree that any dispute requiring formal action concerning, relating, arising out of or referring to the subject matter of this Agreement shall be resolved exclusively by arbitration.

ENTIRE AGREEMENT AND AMENDMENT

This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any amendments to this Agreement must be made in writing and signed by authorized representatives of each party. Any changes, additions, stipulations or deletions including corrective lining out by Group will not be considered agreed to or binding on the other party unless such modifications have been initialed or otherwise approved in writing by the other.

SEVERABILITY

The person(s) signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

RIGHT OF INSPECTION/ENTRY

Wonder Valley reserves the right to enter and inspect all functions. If Wonder Valley observes any illegal activity or activity that may result in harm to persons or objects, Wonder Valley has the right to immediately cancel the event, in which case all of Group’s guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the event pursuant to the terms of this Agreement.

COMPLIANCE WITH LAWS

Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Wonder Valley property, including obtaining any permits required for Group’s activities during the event. Wonder Valley may require Group to present proof of such compliance prior to the event.

ACCEPTANCE OF AGREEMENT

If a signed original of this Agreement has not been received by Wonder Valley prior to 11/08/2022, Wonder Valley will have the right to contract with other parties for the use of the Guest Room Block and Meeting Room facilities without further notice to Group.

Upon signature, both parties, Cal-Nevada-Hawaii District of Kiwanis International and Wonder Valley shall have executed this Agreement by their authorized representatives in a manner and form sufficient to bind them as of the dates indicated below.

Western Camps Inc, dba Wonder Valley Ranch
Resort & Conference Center

Cal-Nevada-Hawaii District of Kiwanis
International

By: *Dillon, Barbara*

By: _____

Name: Dillon, Barbara

Name: McDonald, Mark

Title: Sales Manager

Title: _____

Date: 10/25/2022

Date: 10/25/2022