



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](http://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 *Tuesday, December 20, 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.

<b>Date of Cancellation</b>	<b>Total Amount of Liquidated Damages Due</b>
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:

<b>Package Weight</b>	<b>Cost of Box Deliveries</b>
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 **Tuesday, December 20, 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: