

## Agreement between Los Angeles County Fair Association d/b/a Sheraton Fairplex Hotel & Conference Center and California-Nevada-Hawaii Kiwanis International

<b>Customer</b>	<b>Property</b>
Mark McDonald Executive Director Kiwanis International	Kiana Presha Sheraton Fairplex Hotel & Conference Center
3636 Woodview Terrace Indianapolis, IN 46268 United States	601 W Mckinley Ave Pomona, CA, 91768 United States
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RE: Kiwanis Mid-Year Conference 2018

This Agreement between California-Nevada-Hawaii Kiwanis International (“**Customer**”) and Los Angeles County Fair Association d/b/a Sheraton Fairplex Hotel & Conference Center (“**Hotel**”) is effective as of the date it is signed by Hotel (“**Agreement Date**”).

**Event Dates:** 21-Feb-2018 to 25-Feb-2018

**Guest Rooms:** This Agreement applies to the following block of guest rooms (the “**Room Block**”):

	Wed, Feb 21, 2018	Thu, Feb 22, 2018	Fri, Feb 23, 2018	Sat, Feb 24, 2018	Total
Run of House Suite*	2	20	70	60	152
<b>Attendees Room Block Total</b>	<b>2</b>	<b>20</b>	<b>70</b>	<b>60</b>	<b>152</b>

\*Run of House – All room types including NK (non-smoking king bed), ND (non-smoking double), and accessible are available upon request and subject to availability. All room types have an optional pull out sofa bed.

**Total Guest Room Night Commitment:** Customer’s total guest room night commitment is 152.

**Cut-off Date:** The “cut-off date” for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 15-Jan-2018. After the cut-off date, it is at Hotel’s discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Customer’s total guest room night commitment and does not impact the “Attrition” or “Cancellation” provisions below.

**Rates:** Hotel will provide the confirmed guest room rates below for the Room Block (the “**Rates**”):

**Attendees Room Block**

Rooms	Single Rate <small>(up to 1 guest per room)</small>	Double Rate <small>(up to 2 guest per room)</small>	Triple Rate <small>(up to 3 guest per room)</small>	Quad Rate <small>(up to 4 guest per room)</small>
Run of House Suite	\$149	\$149	\$164	\$179

Rates do not include applicable state and local taxes, currently 10.195, Rates will be available 2 days prior and 2 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Rates are non-commissionable.

**Early Departure Fee:** An early departure fee of \$50 will apply if a Customer attendee checks out prior to the confirmed checkout date.

**Function Space/Schedule of Events:**

<b>Date</b>	<b>Function Description</b>	<b>Start – End Time</b>	<b>Function Space</b>
Thu, 22-Feb-2018	Storage	8:00AM- 11:59PM	Ramona
Thu, 22-Feb-2018	Office	8:00AM- 11:59PM	Temecula
Thu, 22-Feb-2018	Committee Mtg.	1:00PM- 8:00PM	Napa
Fri, 23-Feb-2018	Committee Mtg.	8:00AM- 6:00PM	Napa
Fri, 23-Feb-2018	Storage	8:00AM- 11:59PM	Ramona
Fri, 23-Feb-2018	Office	8:00AM- 11:59PM	Temecula
Fri, 23-Feb-2018	Board of Directors Mtg.	8:00AM- 6:00PM	Vineyard III, IV
Fri, 23-Feb-2018	Breakout 1	2:00PM- 11:59PM	California 1
Fri, 23-Feb-2018	Breakout 2	2:00PM- 11:59PM	California 2
Fri, 23-Feb-2018	Breakout 3	2:00PM- 11:59PM	California 3
Fri, 23-Feb-2018	Exhibit Set-Up	2:00PM- 11:59PM	California Pre-function
Fri, 23-Feb-2018	General Session	6:00PM- 10:00PM	Expo Center/B-8
Sat, 24-Feb-2018	Registration	6:00AM- 5:00PM	CC-All Pre-function
Sat, 24-Feb-2018	Exhibit Space	6:00AM- 5:00PM	California Pre-function
Sat, 24-Feb-2018	Breakfast	7:00AM- 8:00AM	Vineyard IV
Sat, 24-Feb-2018	Storage	8:00AM- 11:59PM	Ramona
Sat, 24-Feb-2018	Office	8:00AM- 11:59PM	Temecula
Sat, 24-Feb-2018	General Session	8:30AM- 9:30AM	Expo Center/B-8
Sat, 24-Feb-2018	Breakout 1	9:30AM- 4:00PM	California 1
Sat, 24-Feb-2018	Breakout 2	9:30AM- 4:00PM	California 2
Sat, 24-Feb-2018	Breakout 3	9:30AM- 4:00PM	California 3
Sat, 24-Feb-2018	Breakout 4	9:30AM- 4:00PM	Sonoma 1
Sat, 24-Feb-2018	Breakout 5	9:30AM- 4:00PM	Sonoma 2
Sat, 24-Feb-2018	Breakout 6	9:30AM- 4:00PM	Sonoma 3
Sat, 24-Feb-2018	Lunch	12:00PM- 1:30PM	Expo Center/B-8
Sat, 24-Feb-2018	Reception	6:00PM- 7:00PM	CC-All Pre-function

24-Feb-2018			
Sat, 24-Feb-2018	Dinner	7:00PM- 10:00PM	Vineyard II, III, IV
Sun, 25-Feb-2018	Committee Mtg.	7:00AM- 12:00PM	Napa
Sun, 25-Feb-2018	Office	8:00AM- 12:00PM	Temecula

**Room Rental Fee:** \$32,750.00 meeting room rental will be waived with a minimum food and beverage purchase of \$19,000 in Food and Beverage.

- A setup, refresh, cleaning, teardown, and labor cost will be \$2,000.00 for the duration of the group's stay.
- Kindly note all rates are exclusive of sales tax (currently, 9%) and service charge (currently, 22%)

**Assignment of Function Space:** Hotel will provide Customer with Function Space in accordance with the schedule of events, based on the contracted number of people attending the event. Hotel may make reasonable substitutes to Function Space by notifying Customer.

**Banquet Event Orders:** Hotel will provide Customer with Banquet Event Orders ("BEOs") that specify and confirm the specific details and terms and conditions for each event including, final menu selections, pricing, room set up and decor.

**Food & Beverage:** Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 22% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges.

**Minimum Revenue:** This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue ( <i># of room nights in Room Block x average Rate</i> ):	\$22648
Minimum Food & Beverage Revenue ( <i>based on committed food &amp; beverage minimum</i> ):	\$19000
Estimated Other Revenue:	\$2000
<b>Total Minimum Revenue:</b>	<b>\$43648</b>

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

**Attrition:** Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Adjusted Minimum Room Revenue and its Adjusted Minimum Food & Beverage Revenue based on the attrition allowances below:

Adjusted Minimum Guest Room Revenue:	80% of \$22648 = \$18118.4
Adjusted Minimum Food & Beverage Revenue:	85% of \$19000 = \$16150

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

<b>Guest Room Attrition Damages equal:</b>	<b>F&amp;B Attrition Damages equal:</b>
Adjusted Minimum Guest Room Revenue <i>minus</i> actual guest room revenue	Adjusted Food & Beverage Revenue <i>minus</i> actual food and beverage revenue

**Cancellation:** If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to 60 days prior to 21-Feb-2018 :	30% of Total Minimum Revenue = \$13094.40
From 59 days to 30 days prior to 21-Feb-2018:	60% of Total Minimum Revenue = \$26188.80
From 29 days or less prior to 21-Feb-2018:	90% of Total Minimum Revenue = \$39283.20

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

**Payment Options:** Payment will be made as indicated below. *Please check applicable option.*

	Customer Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):	X	
Event Food & Beverage (including taxes, service charges, and administrative charges):	X	
Incidental charges:		X

**Master Account:** Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer must review all charges billed to the Master Account to ensure accurate billing.

**Payment:** Unless direct billing has been established, Customer will pay the estimated amount of the Master Account as shown on the deposit schedule. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of 21-Feb-2018. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 21-Feb-2018, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer's credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before 21-Feb-2018.

**Concessions:** Hotel will provide the following concessions if at least 80% of the Minimum Guest Room Revenue is received, and at least 85% of the Minimum Food & Beverage Revenue is received

- One (1) complimentary room night per fifty (50) room nights picked up cumulative. **Credit to be applied after the group's departure.**
- (2) Two connecting suites at 60% of rate or \$178.80 per night, Wednesday-Sunday
- One (1) staff room at 60% of rate or \$89.40 per night, Wednesday-Sunday
- Three (3) staff rooms at 60% of rate or \$89.40 per night, Thursday-Sunday
- Cutoff date 21 days prior to Thursday arrival date
- 80% Attrition
- Complimentary internet in the guestrooms.
- Complimentary event and overnight parking
- Double SPG Points

**Use of Event and Function Space:** To protect the safety and security of all Hotel guests and property, Customer will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Customer will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

**Security:** Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

**Ancillary Services:** Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to 21-Feb-2018, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 21-Feb-2018.

**Relocation:** If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

**Disclosure:** Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

**Laws and Policies:** Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

**Smoke Free Policy:** Hotel is a smoke free hotel. Restaurants on property that are not operated by Hotel may not participate in the smoke free policy. To protect the smoke free environment, Hotel will post a \$200 cleaning fee to the account of any guests who smoke in their guest room. To ensure the cooperation and comfort of Customer's attendees, Customer agrees to advise its attendees of the smoke free policy in writing.

**Privacy:** Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement ([www.starwoodhotels.com/corporate/privacy\\_policy.html](http://www.starwoodhotels.com/corporate/privacy_policy.html)) and applicable law.

**Confidential Information:** Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

**Insurance:** Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

**Indemnification:** Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

**Dispute Resolution:** The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

**Force Majeure:** If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

**Notice:** Any notice required or permitted by the terms of this Agreement must be in writing.

**Assignment:** Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

**Severability:** If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

**Waiver:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement.

California-Nevada-Hawaii District Kiwanis International \_\_\_\_\_  
(Name of Association/Company)

Los Angeles County Fair Association, as owner of Sheraton  
Fairplex Hotel & Conference Center

**By: Sheraton Operating Corp., Its Operator**

By \_\_\_\_\_  
Mark McDonald, Executive Director

By \_\_\_\_\_  
Kiana Presha, Account Director

By \_\_\_\_\_  
Fred Kokash, Director Of Sales & Marketing

Date \_\_\_\_\_

Date \_\_\_\_\_

**Property Name and Address:**

Sheraton Fairplex Hotel & Conference Center  
601 W. McKinley Ave, Pomona, CA 91768

### **SPG PRO PROVISIONS**

**Award of Benefits:** Certain benefits awarded through the Starwood Preferred Guest program (“**SPG**”), including Starpoints and eligible nights (collectively, “**Benefits**”), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a “**Group Recipient**”). Once Group has departed the Hotel’s facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions [http://www.starwoodhotels.com/preferredguest/legal/spg\\_terms.html](http://www.starwoodhotels.com/preferredguest/legal/spg_terms.html) (the “**SPG T&Cs**”).

<b>Member Name</b>	<b>Starwood Preferred Guest Membership Number</b>
1.	
2.	
3.	

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event (“**Event Charges**”) divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement (“**Paid Rooms**”) divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

**Limitations on Award of Benefits:** Except for any attendees of the Event that pay for their own guest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.