



**ONTARIO CONVENTION CENTER
LICENSE AGREEMENT**

THIS AGREEMENT is made and entered into on **August 2, 2016** between the **SMG - Ontario Convention Center** ("Licensor"), and **Kiwanis International California/Nevada/Hawaii District** ("Licensee"), for Licensee's use of the SMG - Ontario Convention Center facility (the "Center").

Grand Assembly

1. **Purpose.** Licensor, subject to the terms and conditions contained herein and on the reverse hereof, grants to Licensee the non-assignable right to use and occupy the portions of the Center (Premises), for the Dates set forth solely for the purpose of **Kiwanis International CA/NV/HI - Grand Assembly**.
2. **Term.** The term of this License Agreement shall be for **April 11, 2019 to April 14, 2019**, which includes move-in and move-out. This Agreement is valid through **Monday, October 17, 2016** at which time the space will be released (see Exhibit A). If necessary, it may be extended by mutual agreement.
3. **Rent, Tenant Services and Food and Beverage.**
 - A. Licensee agrees to pay Licensor, as Rent for the use of the Premises, the following sum: **\$30,000.00**
 - B. Licensee agrees to pay Licensor, as cost of the *Tenant Services, the following sum: **\$TBD**
 - C. **Mode of Payment.** Licensee agrees to pay Licensor at Licensor's office in the Center, by check payable to the SMG - Ontario Convention Center, or by credit card as follows:
 1. Initial deposit of **\$2,000.00** is payable upon execution of License Agreement.
 2. All event services fees are due and payable 30 days prior to the event dates. *Any expenses incurred during the event are due and payable upon the conclusion of the event. A credit card is required to be on file to address any expenses that are not paid upon the conclusion of the event.*
 3. Licensee agrees to pay a Food and Beverage minimum of **\$100,000.00** plus service charge and taxes and including labor. In the event this minimum is not met, the client agrees to pay the difference as meeting room rental. The Food and Beverage minimum is due in full **15 days** prior to the move-in day. In the event the food and beverage expense exceeds the contracted minimum, the balance is due no later than 72 hours prior to the move in day. **The event Banquet Event Order (BEO) will serve as the addendum to this License Agreement.**

Balance of Amount per Paragraph 3A:

\$10,000.00 payable on or before **June 1, 2018**

\$18,000.00 payable on or before **February 1, 2019**

- D. **Total amount due upon execution of the License Agreement is \$2,000.00 on or before Monday, October 17, 2016.**

Payment made less than thirty (30) days prior to the event must be made in the form of a Cashier's Check, Money Order, or Cash.

- E. Checks for the Rent of the Premises or for other amounts due and owing shall be made payable to the "SMG." A charge of \$50.00 will be assessed on all non-sufficient checks.
 - F. Licensee certifies that **Bruce Hennings or Mark MacDonald** is, and shall be, for the purpose specified in this License Agreement, the "Authorized Representative" of Licensee, and shall have full authority to bind Licensee, with respect to any written or verbal order for goods and services to be provided by Licensor.
 - G. The parking cost at the Ontario Convention Center will be \$10.00 per car per day without in and out privileges. **Parking charge is subject to change without notice.**
4. **Cancellation by Licensee.** If Licensee cancels its event, its use of some portion of the Licensed Areas, some portion of its License Periods, or terminates this Agreement for any reason other than those set forth in paragraph 18, Licensee agrees to pay to Licensor the following amounts as liquidated damages and not as a penalty, and the parties agree that such amounts constitute reasonable provision for liquidated damages:
 - A. If Licensee cancels more than one year before the first scheduled day of the event, twenty-five percent (25%) of the License Fee for the canceled Licensed Area or License Period shall be payable to Licensor as liquidated damages within 10 days of invoice.

- B. If Licensee cancels more than six months before the first scheduled day of the event, but Less than one year before the first scheduled day of the event, one half (50%) of the License Fee for the canceled Licensed Area or License Period shall be payable to Licensor as liquidated damages within 10 days of invoice.
- C. If Licensee cancels less than six months before the first scheduled day of the event, the entire License Fee for the canceled Licensed Area or License Period shall be payable to Licensor as liquidated damages within 10 days of invoice.
5. **Notice of Event Requirements. Floor Plans.** No later than 60 days before the first day of the event, Licensee shall provide Licensor, for Licensor's approval, six (6) copies of a full and complete floor plan (no less than 1/16 scale) for the event, and, if requested, furnish a description of all electrical, communications systems, and plumbing work. Such floor plans shall indicate all spaces to be used for exhibits, registration, demonstration areas and stages and include certified approval from the Ontario Fire Marshall. The Licensor hereby reserves the right, by written notice to the Licensee within ten (10) days of receipt of the floor plan, to require Licensee to make such changes, deletions and additions in the floor plan and the operation policies described therein as the Licensor and Fire Marshal may deem reasonable, necessary or desirable to the safe and efficient operation of the Center. **Failure to comply with this provision may be cause for cancellation of your event and loss of fees.**

Licensee shall provide Licensor with all other information required by Licensor concerning the event such as room or hall set-ups, staging, and food and beverage requirements no later than 45 days before the first contracted move-in day. In no event will Licensor be responsible for any injury, harm, or damage arising from the late delivery of any such information. **If Licensee fails to provide this information as required, it shall pay to Licensor the cost of Licensor's additional labor and any other fees arising from such delay. Licensor shall be the sole judge of what additional labor or fees are required as a result of the delay. Any changes concerning the event requested by the Licensor within ten (10) days of the first day of the event may be subject to a premium charge.**

Licensee acknowledges that it bears the sole risk of loss if it sells exhibit space before performing all of its obligations under this agreement, including but not limited to payment of all fees due under this agreement, obtaining Licensor's approval of floor plans, supplying certificates or policies of insurance pursuant to paragraph 9.

In the event the submitted floor plan by the Licensee for the Exhibit Hall blocks either of the concession areas, thereby preventing the ability for the Licensor to have concessions available in the Exhibit Hall, a food buyout of \$2.00 per person from the estimated attendance will be assessed. Pricing per person is subject to change without prior notice.

6. **Services Provided by Licensor for Minimum Fee.** Licensor shall furnish, without cost to Licensee on event days (fees may apply for heat, air conditioning or overhead lighting during move-in/out), normal heat or air conditioning, overhead lighting, restroom facilities, janitorial services consisting of cleaning of common public areas, and one set-up per contracted event for meeting, general session, or banquet areas provided that Licensee complies with the requirements of Paragraph 6. The Licensee or his exhibitors, or performers shall pay the cost of telecommunications/data/fiber/Internet, special lighting, electricity, gas, water or other utilities required for exhibits or performances depending on which party orders the services. It is specifically understood that in the event the Licensor is unable to furnish any of the foregoing services resulting from circumstances beyond the control of the Licensor, then such failure shall not be considered a breach of the License Agreement.
7. **Other Services.** Licensee shall separately pay for all services, equipment, and personnel ("Services") not specifically covered by Paragraph 7. The Licensor shall provide all personnel services in support of the Licensee's activities, including but not limited to, emergency medical technicians, door attendants, ticket sellers and takers, coat check, dock attendants and ushers. Final determination of the number of personnel and the hours worked by the various categories shall be at the discretion of the Licensor after consultation with the Licensee. Licensee shall pay for all event personnel at rates established and on file in the Licensor's administrative office. The Licensee shall be responsible for making all arrangements with the Licensor for all program requirements and staffing. Such arrangements shall be coordinated and approved by the Licensor at least sixty (60) days before the beginning of the term of the License Agreement. In the event the Licensee fails to do so, then the decision of the Licensor shall control and the Licensee shall be financially responsible for all charges for such services and equipment so furnished.

Licensor also provides certain other Services at the Center on an exclusive basis. These include telecommunications / data / fiber; electrical services; air/water/drain services; business service centers; food and beverage /novelties/concession sales/exhibitor booth catering; and advertising/information display in public areas. Licensor reserves the right to establish additional exclusive services as it may deem appropriate. Licensor shall advise Licensee of any such additional services. Licensee shall not contract or permit others to contract services or goods that Licensor provides on an exclusive basis. Only Licensor-provided order forms, rate schedules and operating procedures may be utilized for Licensor-provided services. Licensee shall have separate written contracts for exclusive services provided by Contract Providers and shall pay for such services in accordance with the terms and conditions therein. If Licensor does not provide a type of service on an exclusive basis, Licensee may use other suppliers approved by Licensor. No Services may be used at or supplied to the Center, which are not furnished by a Licensor-approved supplier.

Licensor will provide Licensee with a written estimate of all charges for Services provided by Licensor and may revise such estimate from time to time. Licensor may require Licensee to deposit the total amount of the original estimate and any increases within 72 hours of delivery of notice.

Licensor reserves the right at any time to increase security staffing levels for the event, the cost of which will be borne by Licensee. Licensor may request Licensee to increase or change its security arrangements and Licensee shall promptly comply with such request.

Projection Presentation Technology Inc. is the exclusive in-house contractor for all Audio-Visual, Rigging and Computer Equipment for the Ontario Convention Center. Should Licensee require any audio visual support within 72 hours prior to first event date, all equipment rental and labor are subject to premium fees.

8. **Insurance.**

A. Licensee shall provide proof of coverage in the amount of One Million Dollars (\$1,000,000) of Combined Single Limit Commercial General Liability, type AVIII rated coverage to include: Comprehensive Form, Premises/Operations, Contractual, Broad Form Property Damage and Products/Completed Operations, and Liquor Liability Insurance covering consumption of alcoholic beverages by Licensee's employees, agents, invitees, guests or visitors, if alcoholic beverages are served upon the Premises or off the Premises, at least forty-five (45) days prior to Event. The term of such coverage shall coincide with the dates of occupancy, including move-in and move-out. **Such insurance shall specifically include (1) SMG, Inc., (2) SMG - Ontario Convention Center, (3) City of Ontario, as additional insured's. In addition to the Certificate of Liability Insurance, a copy of the Additional Insured Endorsement Rider is required to confirm the additional insured's, and must have the general liability policy number indicated on it.**

It is understood and agreed that such insurance shall cover any damage or injury to any and all persons attending or property connected with the Event when such persons or property are located in the Center because of Licensee's activities therein. If Licensee has not provided Licensor with such insurance certificate at least forty-five (45) days prior to the Event, Licensor shall have right to obtain such insurance at Licensee's expense without prior notification to Licensee of such action. It is agreed and understood that ultimate responsibility for obtaining insurance is Licensee's, and if the Licensor is not able to obtain such insurance or willing to obtain the insurance in the absence of a Licensee-obtained policy, the Event may be canceled at Licensor's sole discretion, and Licensee shall be liable for all scheduled expenses as stated herein and Licensor shall not be responsible for any expenses or losses sustained by Licensee resulting there from. Said policy shall also contain specific provision that the policy may not be canceled or reduced by the insurance carrier without giving twenty (20) days prior notice in writing to Licensor and Licensee.

B. If the State of California requires Licensee to have Workman's Compensation Coverage, Licensee will be required to show Proof of Coverage at least forty-five (45) days prior to the Event.

9. **Indemnification.** Licensee shall indemnify, hold harmless and defend Licensor, its directors, officers, agents and employees for and from any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them or other expense (including, without limitation, attorney's fees and expense) arising out of or relating to the Licensee's use of the Center or from the conduct of Licensee's business or from any activity, work or things which may be permitted or suffered by Licensee in or about the Center or from any breach or default in the performance of any obligation on Licensee's part to be performed under any provision of this License Agreement or arising from any negligence of Licensee or any of its agents, contractors, employees or invitees, including but not limited to the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by Licensee, its exhibitors, or other persons in connection with Licensee's use of the Center. Such indemnification shall not be effective to the extent that the damage or injury results from negligence of the Licensor. Licensee hereby assumes all risk of damage to its property placed in the Center or injury to its officers, directors, employees, agents, contractors, invitees or any attendees at the Event or in or about the Center from any cause, hereby waives all claims in respect thereof against Licensor, except to the extent such damage results directly from the negligence of Licensor.

10. **Rules and Regulations.** All Rules and Regulations promulgated from time to time by the Licensor are hereby incorporated in this License Agreement by reference, and Licensee shall comply fully with said Rules and Regulations. Any breach of said Rules and Regulations by Licensee, its agents, employees, licensees or invitees shall be a breach of this License Agreement. Licensee hereby acknowledges receipt of a copy of the Rules and Regulations by signing the License Agreement.

11. **Concessions and Catering.** Licensor's caterer is the agent of Licensor and provides catering and other services on behalf of Licensor, as principal. The Licensor reserves for itself or its agents, contractors of concessionaires the sole right to the following services: (A) Sales and serving of all on-site consumable foods, confections and beverages (alcoholic and nonalcoholic) (B) Parking; and, (C) Sales of all souvenirs, novelties, programs and other merchandise. **No outside food and beverage is allowed.**

Licensee shall not give away or sell items under the terms of this License Agreement without the written permission of the Licensor. Licensee is responsible for entering into a separate agreement with the Licensor's exclusive food service contractor covering services to be provided.

Licensee shall pay such rates or fees as the Licensor shall determine for waiver of the Licensor's exclusive rights as set forth herein.

In the event the Licensee has declined food and beverage service at the time of contract signing and a request for service is made on the day of the event, a minimum service fee of \$100.00 will be charged by the Licensor. A labor fee of \$50.00 is applicable to all events under 25 people.

12. **Television and Broadcasting Rights.** Licensee shall not televise or broadcast any Event scheduled to be presented in the Premises under the terms of this License Agreement without the prior written approval of the Licensor. Licensee is responsible for obtaining approval and registering for music licensing.
13. **Defacement of Property; Signs and Posters.** Licensee shall not do, or permit to be done, upon the Premises anything that will tend to injure, mar or in any manner deface the Premises and will not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws into any part of the Center, and will not make or allow to be made any alterations of any kind to the buildings or equipment of the Center. Licensee shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the Center unless relating to the event or exhibition to be given on the Premises and which meet with the approval of the Licensor. No helium balloons are allowed on the premises.

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

Licensee shall pay all costs to return the Center to Licensor in the same condition as received including but not limited to cleaning, trash dumping, as well as any costs to repair or replace property at the Center damaged or lost during the term of this agreement, normal wear and tear excepted, or unless the Center or property at the Center are damaged or lost as a result of the sole negligence, gross negligence or willful misconduct of Licensor, its employees or subcontractors. This paragraph applies to any damages caused by EACs (see Paragraph 14).

In addition, all consumer shows shall strictly adhere to City of Ontario Municipal Code Section 5, Subsection 1.11, Posting in Public Places. The ordinance reads: "No person shall post, stick, stamp, paint, or otherwise fix, or cause the same to be done by any person, any notice, placard, bill, card, poster, advertisement, or other paper of device calculated to attract the attention of the public to or upon any sidewalk, crosswalk, curb, curbstone, flagstone, or any other portion of part of any public way or public place, or any lamp post or electric light, telegraph, telephone, or trolley line pole, or any railway structure, hydrant, shade tree, or tree box, or upon the piers, columns, trusses, girders, railings, gates, or other parts of any public bridge, viaduct, or other public structure or building, or upon any pole, box, or fixture of the fire alarm or police telegraph system, except such paper or device which may be authorized or required by the laws of the United States, State, or City". The sum of \$2,500.00 shall be deposited in the form of cashier's check or money order with Licensor at time of contract signing, which shall be refunded to Licensee at time of final settlement, if said Municipal Code is conformed to. If said Municipal Code is not conformed to, then said deposit will be forfeited by Licensee as will any re-licensing expectations; further, Licensor understands that City of Ontario Code Enforcement shall be notified of any violation and Licensor shall be responsible for any and all penalties assessed by said agency.

14. **Exhibitor Appointed Contractors (EACs).** Licensee assumes full responsibility for all acts or omissions of all EACs providing services to Licensee's Exhibitors. Licensee will assure that such EACs will fully comply with all terms and conditions of Licensor's Rules and Regulations (see Paragraph 10) and will be financially responsible for any non-compliance by EACs. Licensee is responsible for designating a check-in area for all EAC companies in the exhibit floor area.
15. **Default by Licensee.** Licensee shall be in default of this License Agreement; (A) if it fails to pay any amount due under this License Agreement; (B) if it breaches any provisions of this License Agreement or any Rules and Regulations promulgated by Licensor; (C) if it violates any applicable laws or ordinances during its use of the Premises; or, (D) if it should dissolve or cease doing business as a going concern or become insolvent or bankrupt.

For any other breach Licensor may pursue any other remedies available to it either by procedure, policy, or at law or equity, including but not limited to, cancellation of Licensee's License to use the Center. The rights and remedies hereto given to Licensor shall be deemed cumulative and no single or partial exercise of a right or remedy shall preclude any other or further exercise of a right or remedy. Licensor shall be under no obligation to re-license the Premises.

The parties agree that in the event of cancellation of this License Agreement by the Licensee, damages to Licensor would be difficult to ascertain and that amounts payable for the Rent at the times set forth in Paragraph 4 is a reasonable measure of such damages. In the event Licensee holds over beyond the end of the License Agreement Term the parties agree that damages would be difficult to ascertain and that Licensor shall be entitled to an amount as liquidated damages for each day held over equal to the amount of the total Rent.

16. **Vacation of Premises.** In the event that the Premises or any portion thereof is not vacated by Licensee at the end of the periods set forth herein, then Licensor shall be and is hereby authorized to move from the Premises, at the expense of the Licensee, any and all goods, wares, merchandise and property, of any and all kinds of description, which may be then occupying the Premises, or portion thereof which is not timely vacated; and Licensor shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained, either by reason of such removal, or the place to which it may be removed, and the Licensor is hereby expressly released from any and all claims for damages. For such additional period between the Term set forth herein, if any effects of Licensee or their exhibitors remain in or on the Premises, Licensor shall be entitled to charge the sum per day as damages, as provided in Paragraph 16.
17. **Abandonment of Goods, Product, or Exhibit Material.**
The Licensor is not responsible for damage and/or loss of any item(s) left behind by the Licensee, its representatives, or exhibitors upon move out of the facility. If the Licensor recovers the item(s) and the Licensee advises the Licensor that the item(s) need to be forwarded to them, a shipping charge may be applicable. In the event the Licensee does not advise the Licensor of the item(s) left behind, the Licensor reserves the right to dispose of the item(s) as deemed necessary.
18. **Force Majeure.** *Either party may terminate or suspend its obligations under this agreement if such obligations are delayed, prevented or rendered impractical by any of the following events to the extent such event is beyond the reasonable control of the party whose performance is prevented or rendered impractical: Fire, flood, riot, earthquake, Act of God, civil commotion, insurrection, labor disputes, strikes, war, acts of terrorism, shortage of or inability to obtain materials, supplies or utilities, any law, ordinance, rule or regulation. In any such event such party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorate reduction in the consideration which would otherwise be payable or otherwise due under this agreement.*
19. **Laws and Regulations.** Licensee will comply with all laws of the United States and the State of California; all municipal ordinances; and all lawful orders of police and fire departments or any other municipal authority; and will obtain, and pay for, all necessary permits, taxes and licenses; and will not do nor suffer to be done anything on said Premises during the Term of this License Agreement in violation of any laws, ordinances, rules or orders.
20. **Non-Exclusive Right.** Licensor retains the right to use and/or license use of such portions of the Center as are not licensed by this License Agreement. Licensor warrants however, that it will not authorize or permit any other licensee to engage in operations or activities that would interfere with Licensee's enjoyment of the rights granted under this License.

The SMG - Ontario Convention Center (OCC) does not provide rights of first refusal for OCC space. A party seeking to reserve Convention Center space for a recurring event may request that a temporary hold be placed on dates that are a maximum of eighteen (18) months in the future. When a temporary hold has been placed, the event will be placed on the Convention Center master calendar, and OCC will endeavor to schedule other events in such a way that they do not conflict with the temporary hold. In the event a party seeking to reserve Convention Center space requires use of dates which are already subject to a temporary hold, the party who has placed the hold shall be notified. Such notification shall not entitle the party who has placed the hold to automatically book the space for those dates, whether a deposit has already been paid or is immediately tendered. Rather, OCC reserves the sole and exclusive right to determine which of the two (or more) parties/events shall be awarded use of the Convention Center for the date(s) in question. Although OCC shall take into consideration the needs or preferences of any party seeking to book Convention Center space, OCC's ultimate decision to award use of the facility to one or another party shall be based on the Statement of Purpose contained in its booking policy, which provides: "The OCC facilities are designed to promote and facilitate events and activities that generate substantial economic benefit and hotel room nights to the City of Ontario, CA, while providing services and facilities that enhance the quality of life for the greater Ontario, CA community."

21. **Nondiscrimination.** With respect to its activities conducted in the Center during the License Term, Licensee agrees to comply with all federal, state, and local laws prohibiting discrimination by reason of race, color, age, sex, marital status, sexual orientation, political ideology, creed, religion, ancestry, national origin or the presence of any sensory, mental or physical handicap or the use of a trained guide dog by a blind, deaf or physically disabled person.
22. **Advertising.** Licensee agrees not to allow any advertising media, in advertising the Event for which Licensee is granted this License, to imply that the Licensor is sponsoring such Event or is in fact cosponsored by the Licensor unless agreed to in writing by the Licensor. Licensee agrees that all advertising of the Event will be honest and true, and will include accurate information. If the SMG - Ontario Convention Center's logo, photo and or name are used, approval must be obtained before final printing.
23. **Interruption or Termination of the Event.** Licensor retains the right to cause the interruption of the Event in the interest of public order or safety; and to likewise cause the termination of the Event when, in the sole judgment of Licensor, such act is necessary in the interest of public order or safety. Licensee hereby waives any claim for damages or compensation should this License Agreement be so terminated.
24. **Assignment or Transfer.** Licensee shall not assign, transfer or encumber this License Agreement, nor the License given hereby, nor shall Licensee permit any other person to occupy the Premises, other than exhibitors or other parties without the expressed written approval of the Licensor.
25. **Costs and Attorney's Fees.** If, by reason of any default or breach on the part of either party on the performance of any of the provisions of this License Agreement, a legal action or arbitration is instituted, the prevailing party shall be entitled to reasonable attorney's fees and costs in connection therewith. It is agreed that the exclusive venue of any legal action brought under the terms

of this License Agreement shall be in San Bernardino County, California, and that the laws of the State of California shall govern the rights and obligation of the parties under this License Agreement. Arbitration shall apply only if agreeable to all parties.

- 26. **Notice.** For the purposes of notice or demand, the respective parties shall be served by certified or registered mail, return receipt requested, at the addresses next to their signatures on this License Agreement.
- 27. **Entire License Agreement.** This License Agreement, **including all Addenda and Additional Conditions**, contains and embodies the entire agreement of the parties hereto and representations, inducement or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force or effect. This License Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.
- 28. **Severability.** If any section, subsection, clause or provision of this License Agreement is held invalid, the remainder shall not be affected by such invalidity.
- 29. **Patent.** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment devises, processes or dramatic rights used or incorporated in the conduct of any event covered under a permit; and the Licensee agrees to indemnify and hold harmless the Licensor from all damages, costs and expenses in law and equity for or on account of any patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee, or its performers or exhibitors in connection with the License Agreement and will defend the Licensor from any such suit or action, whether it be groundless or fraudulent.
- 30. **Food Sampling.** Free samples are limited to two (2) ounces of non-alcoholic beverage and one (1) ounce of food to comply with code. Exact descriptions of sample and portion size must be submitted to OCC for written approval at least 14 days prior to your event. A Department of Health Permit may be required.

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

APPROVAL OF CONTRACT:

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

Mark MacDonald Kiwanis International CA/NV/HI District 8360 Red Oak St Suite 201 Rancho Cucamonga, CA 91730 Phone: 909-989-1500, Email: mark@cnhkiwanis.org	SMG - ONTARIO CONVENTION CENTER 2000 East Convention Center Way, Ontario, CA 91764 Phone: 909-937-3000, Fax: 909-937-3855
SIGNATURE:	SIGNATURE:
BY:	BY: Michael K. Krouse, CMP, CHME, CASE
TITLE:	TITLE: PRESIDENT & CEO
FED. TAX I.D. or SSN #:	DATE:
DATE:	

Arlette Garibay

EXHIBIT A

Kiwanis International CA/NV/HI District

* * * * *

Bruce Hennings

E-mail: Bruce@cnhkiwanis.org

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DATE(S)

Thursday, April 11, 2019 to Sunday, April 14, 2019

Date	Start Time	End Time	Function	Room
Thu, 04/11/2019	8:00 AM	11:59 AM	Office /Resource Room	Executive Board Room 101
Thu, 04/11/2019	8:00 AM	11:59 PM	Office/Resource Room	Meeting Room 100AB
Thu, 04/11/2019	8:00 AM	11:59 PM	Storage Room	Meeting Room 102
Thu, 04/11/2019	8:00 AM	11:59 PM	Breakout	Meeting Room 104B
Thu, 04/11/2019	8:00 AM	11:59 PM	Breakout	Meeting Room 107ABC
Thu, 04/11/2019	8:00 AM	11:59 PM	General Session	Exhibit Hall AB
Fri, 04/12/2019	8:00 AM	11:59 PM	Event Active	Entire Convention Center
Sat, 04/13/2019	8:00AM	11:59 PM	Event Active	Entire Convention Center
Sun, 04/14/2019	8:00 AM	2:00 PM	Breakout	Ballroom ABC
Sun, 04/14/2019	8:00 AM	2:00 PM	General Session	Exhibit Hall AB
Sun, 04/14/2019	8:00 AM	7:00 PM	Breakout	Meeting Room 100AB
Sun, 04/14/2019	8:00 AM	7:00 PM	Storage Room	Meeting Room 102
Sun, 04/14/2019	8:00 AM	7:00 PM	Office/Resource Room	Executive Board Room 101
Sun, 04/14/2019	8:00 AM	7:00 PM	Breakout	Meeting Room 104B

*The facility reserves the right to make reasonable substitutions in meeting and/or banquet rooms based on availability. Adjustment shall be communicated with client prior to event and reflect on Banquet Event Order.

DISCOUNTED RENTAL: \$30,000.00

Special Consideration

Licensor agrees to offer:

- **Twenty-five (25) complimentary 4’x8’ stage panels for general session**
- **Two (2) complimentary WiFi connections at registration desk (max speed: 256K)**
- **25% Discount on electrical service ordered by Licensee**
- **Five (5) complimentary 500watt electrical outlets for registration area**
- **One (1) complimentary 500watt electrical outlet in each breakout room**
- **Twenty-Five (25) complimentary VIP parking passes (with in & out privileges)**
- **Usher/EMT during active times, up to 30 labor hours per day**
- **Five (5) water stations with two (2) refreshes each**
- **Meal Function pricing not to exceed \$18.00 inclusive for Breakfast Options**
- **Meal Function pricing not to exceed \$25.00 inclusive for Lunch Options**
- **Meal Function pricing not to exceed \$30.00 inclusive for Dinner options**
- **Client be able to provide their own A/V at no additional charges**
- **Event manager will work with licensee to draw up the floor plans 60 days’ out**

Property	Thurs	Friday	Saturday	Rate	Rebate	Attrition	Cut-Off	Passkey	Complementary Suites	Staff Rooms
Sheraton	1	40	40	\$129.00	\$10.00	80%	3/14/2019	Yes		
Residence Inn	1	25	25	\$134.00 \$154.00	\$10.00	80%	3/28/2019	Yes		
**Radisson	55	260	260	\$114.00	\$10.00	80%	3/21/2019	Yes	3 Comp Suites, 2 @ Group Rate	15 rooms @ \$79.00
Holiday Inn	1	60	60	\$129.00	\$10.00	80%	3/24/2019	Yes		
**Double Tree	39	268	268	\$129.00	\$10.00	80%	3/19/2019	Yes	3 Comp Suites, 1 @ Group Rate	10 rooms @ \$99.00
Best Western	1	35	35	\$129.00	\$10.00	80%	3/28/2019	Yes		
Azure	1	80	80	\$129.00 \$139.00	\$10.00	80%	3/28/2019	Yes		
Quality Inn	1	25	25	\$129.00	\$10.00	80%	3/12/2019	Yes		
Comfort Suites	1	40	40	\$129.00	TBA	80%	3/12/2019	Yes		
Folk Inn	1	60	60	\$114.00	\$10.00	80%	3/18/2019	Yes		

** Headquarter Hotel

Total 120 893 893 1906

2016 (Sacramento Actual) 1607
2015 (Anaheim Actual) 1885



October 3, 2016

Mark W. McDonald
Cal-Nev-Ha District of Kiwanis International
8360 Red Oak St. Suite 201
Rancho Cucamonga, CA

Dear Bruce,

Enclosed is the Contract which has been prepared for Cal-Nev-Ha District of Kiwanis International on April 11-13, 2019. Your signature and return of the enclosed copy are needed to confirm these arrangements as definite.

Thank you for choosing the Azure Hotel & Suites! If you have any questions, please feel free to contact me directly at 909-390-7778 x1205.

Sincerely,

Samara Strong
Sales Manager
Azure Hotel & Suites Ontario
Sales@AzureHotelOntario.com
www.AzureHotelOntario.com

Enclosure



October 3, 2016

GUEST ROOM BLOCK:

	Thurs 04/11/19	Fri 04/12/19	Sat 04/13/19	Sun 04/14/16	Total Room Nights
Two Queen Suites	1	50	50	Checkout	161RN
King Suites	0	30	30		
Total	1	80	80		

Kiwanis International ROOM RATE:

Single/Double \$129.00

Triple/Quad \$139.00

*\$10 rebate payable back to *Cali-Nev-Ha Key Club*

ATTRITION:

You will be responsible for guaranteeing payment on 80% of the original block. This will allow for a total reduction in the room block up to 20% without penalty. For shrinkage over and above this allowed attrition, the hotel will require payment from you for each unused room night at the confirmed rate for your total room block. 80% of the group block should be used to determine attrition. Attrition fees to be based on the difference between 80% of the group block and the number of rooms actually picked up multiplied by the group rate.

One (1) complimentary room night will be made available for each (50) cumulative paid room nights used

- Complimentary full hot American breakfast from 6:00am to 9:00am
- Complimentary wireless access throughout the hotel
- Complimentary self-parking
- Complimentary shuttle service to and from the Ontario International Airport
- Courtyard Grille serving lunch and dinner with a full bar available for indoor and outdoor dining
- Fitness center featuring state of the art equipment
- Relaxing cobblestone courtyard with heated pool & spa
- In-house laundry facility
- Located right next door to the Ontario Convention Center
- Deluxe Studio Suites include: microwave, refrigerator, full size hair dryer, and a beautiful marble dining table. Most suites also include a living room with wall divider and couch that makes into a full-size bed. Private whirlpool bathtub suites are also available at an additional fee.

CHECK-IN TIME: After 3:00PM, based upon availability.

CHECK-OUT TIME: 11 AM

RESERVATIONS CUT-OFF DATE: **MARCH 28, 2019**

The guestroom commitment above will be held until **MARCH 28, 2019**, at which time we will release the unused portion of the room block. Additional reservations after the cut-off date will be accepted based on availability and



the discounted group rate will not apply. Should you cancel the entire group by this date due to zero rooms picked up or lack of attendees, your company will be liable based on the Cancellation Clause stated in this contract.

GUARANTEED ROOMS:

All guest room reservations must be guaranteed with a valid credit card.

RESERVATION METHOD:

Individuals making their own reservations through OCVB Passkey by **MARCH 28, 2019** to receive the special rate that has been provided for your group

BILLING INSTRUCTIONS: It is understood that each guest is responsible for all of their own charges. Please let me know if you would like any guest charges to the Master Account.

PAYMENT POLICY:

Azure Hotel & Suites accepts all major credit cards, cashier's check, money order or cash for services rendered. **No personal checks can be accepted for payment of any services rendered.**

CANCELLATION CLAUSE:

Should your organization cancel definite arrangements with the Azure Hotel & Suites, cancellation will only be accepted in writing on your company or organization letterhead, and the following schedule will apply:

If Canceled Within the Following Time Frame

More than 1 Year	20%
12 Months to 6 Months	35%
6 Months to 3 Months	50%
90 Days to 30 Days	75%
Within 30 Days	100%

*Percentage is applied to total contracted Guest Room, Food & Beverage and Meeting Revenue.

If your organization books and consumes a comparable function within 12 months of cancellation, a portion of the cancellation fee will be applied towards that function. However, should events occur beyond either party's control, such as strikes, acts of God, civil disturbances, which materially affect the party's ability to perform this Agreement, it shall be terminated without prejudice.

Both parties acknowledge that if they cancel or otherwise substantially reduce the Room Night Commitment (a "Cancellation"), this action would constitute a breach of obligation to the other party and that party would be harmed. Because the parties' harm is likely to increase if there is a delay in notification of any Cancellation, each party agrees to notify the other, in writing, within five (5) business days of any decision to cancel.



DEFINITE CONFIRMATION:

This signed Agreement serves as a definite confirmation and is legally binding in that the Azure Hotel & Suites will be utilized for this function on said specified dates. If acknowledgment is not received by **AUGUST 31, 2016**, the Azure Hotel & Suites reserves the right to release these reservations or renegotiate the agreement.

Your organization agrees to hold harmless the Azure Hotel & Suites from any and all damages or destruction, including theft or mysterious disappearance to any and all equipment owned or leased to your organization.

The hotel's agreement to provide you with the accommodations, meeting space and/or other facilities described herein at the rates and prices specified is based upon your representation to us of the requirements for your meeting or other function. Accordingly, the Hotel reserves the right to terminate this Agreement, or to renegotiate the terms thereof, if there are any changes in such requirements.

Bruce, the Azure Hotel & Suites is looking forward to ensuring your group is successful and has the most enjoyable time and stay.

Your signature below denotes your agreement with the above listed pages.

Mark W. McDonald
Cal-Nev-Ha District of Kiwanis International

DATE SIGNED

Samara Strong, Sales Manager
Azure Hotel & Suites

DATE SIGNED



BEST WESTERN PLUS ONTARIO AIRPORT & CONVENTION CENTER GROUP CONTRACT

209 N. Vineyard Ave. Ontario, CA 91764

Tel: 909-635-1753 Fax: 909-635-1750 Email: kanani@bwontarioairport.com

ORGANIZATION	Cal-Nev-Ha of District Kiwanis International	ARRIVAL	
CONTACT	Mark W. McDonald	DATE:	April 11, 2019
MEETING NAME	Cal-Nev-Ha of District Kiwanis International	TIME:	3:00PM
CONFIRMATION #	Kiwanis International	DEPARTURE	
ADDRESS	8360 Red Oak Street, Suite 201	DATE:	April 14, 2019
	Rancho Cucamonga, CA 91730	TIME:	11:00AM
PHONE #		EMAIL:	
FAX #			

ROOMS		RATE	ROOM CHARGES BREAKDOWN					
Single (King)	15	\$129.00+taxes	For each paid room night under the group block a \$10.00 promo fee will be paid to Cali-Nev-Ha Key Club					
Single or Double								
Double (Two Queen)	20	\$129+taxes						
Triple or Quad								
			Room Type	4/11/19	4/12/19	4/13/19	4/14/19	
			Single King		15	15	CO	
			Two Queen	1	20	20	CO	

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

TERMS

To guarantee the group rates quoted rooms must be met, the availability of the sleeping rooms and other terms of the contract, the following deadlines must be met or the rooms may be cancelled. All reservations must be guaranteed by a credit card authorization:

Sign contract and return: February 2017

Credit Card Authorization Submitted:

Cut off Date: March 28, 2019

In the event the Group does not use the entire room block reserved by this contract as defined by the Total Sleeping rooms, Group agrees that Hotel will suffer damages which would be difficult to determine. Damages for lack of performance will be based on a minimum commitment of 80% of the Group's Total Sleeping room commitment. All reservations will be made through GOCVB Passkey

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

Customer Signature

Hotel Signature

Date: July 7, 2016



SLEEPING ROOMS ONLY AGREEMENT



DoubleTree by Hilton Ontario Airport
222 N. Vineyard Avenue, Ontario, CA 91764

This **Sleeping Rooms Only** ("Agreement") is by and between **Cal-Nev-Ha District of Kiwanis International** ("Group" or "you" or "your(s)") and **DT Ontario Hotel Partners** ("Owner"), d/b/a **DoubleTree by Hilton Ontario airport** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Mr. Bruce Hennings	Name of "Event":	Cal-Nev-Ha District of Kiwanis International CA/NV/HI District Convention
Title:	Director, Service Leadership	Date(s) of Event:	Thursday, April 11, 2019 - Sunday, April 14, 2019
Company Name:	Cal-Nev-Ha District of Kiwanis International	Post to Reader Board As:	Cal-Nev-Ha District of Kiwanis International CA/NV/HI District Convention
Address:	8360 Red Oak Street, Suite 201	Hotel Contact:	Karla Olmos
City, State, Zip:	Rancho Cucamonga, CA 91730	Title:	Senior Sales Manager
Phone:	(510) 562-7055	Phone:	(909) 418-4856
Fax:	(510) 562-0688	Fax:	(909) 418-4870
Email:	bruce@cnhkiwanis.org	Email:	karla.olmos@hilton.com

SLEEPING ROOMS and RATE

Room Type	Thursday 4/11/2019	Friday 4/12/2019	Saturday 4/13/2019	Double Rate
1 King Bed	5	50	50	\$129.00
2 Queen Beds	20	165	165	\$129.00
Parlor Suites	3	3	3	Complimentary
Presidential Suite	1	1	1	\$129.00
Staff Doubles Rooms	10	10	10	\$99.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 497

TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$62,052.00

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

TAXES: In addition to the Total Minimum Anticipated Revenue for your Event, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In San Bernardino County in the State of California, currently the sales tax rate is 8%, and 11.75% occupancy tax, 0.30% California tourism assessment tax and 2% tourism tax. *Subject to change*

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

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$62,052.00
Estimated Ancillary Revenue: Estimated Ancillary Revenue is the historical average group room folio amount at the Hotel from the prior year period, multiplied by the Total Sleeping Room Nights Reserved by Group as indicated above. Estimated Ancillary Revenue is <u>only</u> used for purposes of calculating applicable cancellation damages owed by Group.	\$12,852.42
"Total Anticipated Revenue":	\$74,904.42

Complimentary Rooms: In consideration of your guest room commitment, we are pleased to extend one (1) complimentary room night per every **75** revenue room night actually utilized within your official Room Block by your Group. A standard parlor of a suite is counted as one room, with a standard one-bedroom suite being counted as two rooms. Group should provide a list of names in order of preference for complimentary room assignment. If you fill all of the rooms reserved in your Room Block, you will be entitled to **7** complimentary room nights, valued at a minimum of **\$903.00**.

Option Dates: These arrangements are being held on a **first option basis** until **October 07, 2016** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your

Option Period. If we do not receive a signed copy of this Agreement by **October 07, 2016**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

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

Entire Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

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

By signing below, you agree and warrant that you are authorized to sign and enter into this agreement on behalf of the Group and if you provide a credit card at time of contracting, you further authorize the Hotel to charge that initial credit card for the amounts indicated in this agreement.

ACCEPTED AND AGREED TO:

GROUP:
Cal-Nev-Ha District of Kiwanis International

HOTEL:
DoubleTree by Hilton Ontario Airport
DT Ontario Hotel Partners, DBA DoubleTree Hotel Ontario, By
DoubleTree DTWC LLC as Managing Agent

By: _____
Mr. Mark W. McDonald, Group Contact

By: _____
Karla Olmos, Senior Sales Manager

Dated: _____

Dated: _____

Name: _____
Todd Simons, Director of Sales & Marketing

Dated: _____

STANDARD TERMS AND CONDITIONS

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

Cut-Off Date: In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **March 19, 2019**. This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group **if you pay for such rooms in full at that time**. If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses. You agree that the release of rooms will not affect the enforceability of this Agreement or your obligation to pay for unsold rooms in your Room Block. Advance payments will be refunded by the Hotel after your Event dates if rooms you paid for in advance were later paid for by your attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room and tax and incidental charges will be paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event, along with a **first night's deposit, refundable up to 2 days in advance of your Event date**.

Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit will be charged immediately. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Your advance payments and deposits will either be refunded by us to you within 30 days after completion of your Event if sleeping rooms you paid for in advance were later paid for by your attendees or, at our election, credited to your Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Check-In/Out Time: Our check-in time is **3:00 PM**, check-out time is **12:00 PM**. All guests arriving before **3:00 PM** will be accommodated as rooms become available. Hotel's **Front Desk Staff** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee: If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, \$50.00). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

Rebate or Subsidy: The Hotel will pay **\$10.00** for each sleeping room night actually occupied and paid for by your attendees that was reserved as part of the established Room Block at the negotiated convention/meeting rates contained in this Agreement to **Cal-Nev-Ha District of Kiwanis International** for the purpose of **defraying costs**. This payment will be made by Hotel after receipt by the Hotel of full payment for the Event. Rebate to be paid out on attendee block only and not staff rooms.

Disclosure of Third Party Payments: If we agree to pay a commission, rebate, subsidy, housing fee and/or Event Planner Bonus (collectively, a "Third Party Payment") in connection with your Event, then you (and your Meeting Planner if the Meeting Planner is signing the Agreement on your behalf) agree to take full responsibility for determining whether further disclosure of the Third Party Payment is required and for making such disclosure if it is required, and you (and your Meeting Planner if the Meeting Planner is signing the Agreement on your behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim that disclosure was insufficient.

Payment Terms: As room and tax are being paid by individual attendees, full payment of all room, tax and incidental charges is due upon check-out.

We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status, even if credit had previously been approved. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. You will submit to us an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate **\$62,052.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek sleeping room performance damages if Group achieves a minimum of **80%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

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

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and April 11, 2017:	30 % =	\$22,471.32
Cancellation between April 12, 2017 and April 11, 2018:	45 % =	\$33,706.99
Cancellation between April 12, 2018 and date of arrival:	65 % =	\$48,687.87

Total Anticipated Revenue for this Event is **\$74,904.42**

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

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

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

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

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

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



ROOMS AGREEMENT

The following represents an agreement between the Folk Inn Ontario Airport Hotel and **'KIWANIS INTERNATIONAL 2019'**

Organization: **KIWANIS INTERNATIONAL/ California/Nevada/Hawaii District 2019**
 Cal-Nev-Ha District of Kiwanis International
 Contact: Mr. Bruce Henning & Mr. Mark W. McDonald
 Director, Service Leadership Program
 Address: 8360 Red Oak Street, Suite 201
 Rancho Cucamonga, CA 91730
 Phone: D: (909) 736-1705 F: (510) 550-2811
 Email: bruce@cnhkiwanis.org

Guest Group Room Rates: \$114.00++

Hotel will hold the following block of rooms for the Group's use. Unless as indicated in this agreement, Hotel does not guarantee any particular room nor does it guarantee that rooms will be in proximity to each other.

ROOM BLOCK REQUIREMENTS:

ROOMS	<u>Thurs</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
April 11-14, 2019	04/11/19	04/12/19	04/13/19	04/14/19
Run of House	1	80	80	C/O

Check In ~ 3:00 PM Check Out ~ Noon

RATES	Single/Double
Triple/Quad Rates	\$114.00++

All Hotel room rates are subject to state and local taxes currently 11.75%tax .195% Calif tourism assessment fees also 2% GOTMD Assessment.

\$10.00/night rebate should be payable to Cali-Nev-Ha Key Club.

Reservation Method: GOCVB passkey - Rooming list to be provided

Guest Room Charges: Individual pays own room and Tax and incidentals.

Reservation Due Date: [\(Rooming list 03/18/19\)](#), after which rooms not reserved will be returned to general inventory; group will remain responsible for such room nights per cancellation or attrition clause below.

Signer Initial _____

Sales Manager Initial _____

Incidentals: are the responsibilities of each individual traveler, A credit card is needed at check in for incidentals. No Checks accepted. \$50.00 per room / Stay.

CANCELLATION:

Both parties acknowledge that if they cancel or otherwise substantially reduce the Room Night Commitment (a "Cancellation"), this action would constitute a breach of obligation to the other party and that party would be harmed. Because the parties' harm is likely to increase if there is a delay in notification of any Cancellation, each party agrees to notify the other, in writing, within five (5) business days of any decision to cancel.

ATTRITION:

80% of the group block should be used to determine attrition. Attrition fees to be based on the difference between 80% of the group block and the number of rooms actually picked up multiplied by the group rate.

Meeting Requirements: None Required (OCVB)

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

Signed Agreement with Credit Card Authorization due by: Friday, October 31, 2016

Credit Card Authorization Attached in email to secure group rooms only not to charge.

MISCELLANEOUS PROVISIONS: In the event of litigation, California law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of California courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Property's General Manager. Group may not assign any benefits associated in any way with this contract without consent of Property. No food and beverage of any kind may be brought into Property or any hospitality suite by group or its guests.

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

'KIWANIS INTERNATIONAL 2019'

By: _____ Date: _____

Name: _____ Title: _____
Mark W. McDonald

Folk Inn Ontario Airport

By: _____ Date: _____

Name: Raquel Chavez Title: Sales Coordinator

Direct: 909-937-9700

Email: Rchavez@folkinnusa.com

Signer Initial _____

Sales Manager Initial _____



Ontario Airport Convention Center

514 N. Vineyard Avenue, Ontario, CA, US, 917641 Phone: 909.937.2999 Fax: (909.937.2978

HOTEL CONTRACT

Date: 09/08/2016

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

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

CONTACT: Mark W. MsDonald

GUESTROOM BLOCK

Day	Mon	Tue	Wed	Thurs	Fri	Sat	Sun
Date				04/11	04/12	04/13	
Guestroom Block				1	25	25	
Guestroom Rate	\$	\$	\$	\$ 129	\$ 129	\$ 129	\$

Total Room Nights: 51

Check-in: 3:00PM

Check-out: 11:00PM

Room rate does not include applicable taxes of 13.75%

Promo Fee: \$10.00 payable to Cal-Nev-Ha District of Kiwanis International

Group is solely responsible for informing attendees of Gratuities, and that they are separate from and in addition to room rate and taxes; Group may not lump these items into any category such as room rate or room plus tax rate in any printed, promotional or other material.

Reservation Method: Individual Call-in: Guests must call in to make own reservations by no later than the reservations due date shown below. Our toll-free reservations number is 866.833.7450 or 909.937.2999.

Reservation Due Date: (03/12/2019), after which rooms not reserved will be returned to general inventory; group will remain responsible for such room nights per cancellation or attrition clause below.

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

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

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

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

MASTER ACCOUNT BILLING: If you choose to establish a master account, please see the attached credit card authorization form. Please send back completed with signed contract.

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

MISCELLANEOUS PROVISIONS:

This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing by representative of Cal-Nev-Ha District of Kiwanis International and Hotel representative. Group may not assign any benefits associated in any way with this contract without consent of Property.

ACCEPTANCE: This contract shall be deemed accepted only after it has been signed by a Representative of Cal-Nev-Ha District of Kiwanis International by 10/16/16 and thereafter signed by a representative of the Property. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By: Cal-Nev-Ha District of
District Of Kiwanis International
Authorized representative:

By: Quality Inn Ontario Airport Convention Center

Signature of Authorized Signatory

Mark W. McDonald
(Print name of signatory/Title)

Ruth Vinson/ Director of Sales
(Print name/Title)

Date:

Date:



Date: October 3, 2016

MEETING CONTRACT

The following represents an agreement between the Radisson Ontario Airport Hotel and Cal - Nev- Ha District of Kiwanis.

Organization: Cal - Nev- Ha District of Kiwanis International Inc.
 Contact: Mr. Bruce Hennings
 Coordinator, Sponsored Organizations
 8360 Red Oak Street
 Suite #210
 Rancho Cucamonga, CA 91730
 Phone: 909-989-1500
 Email: bruce@cnhkiwanis.org

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

ROOM BLOCK REQUIRMENTS:

	Thu 04/11	Fri 04/12	Sat 04/13
Singles	5	60	60
Doubles	30	125	125
Staff (Singles)	15	15	15
Executive/Hospitality Suite	3	3	3
Presidential Suite	2	2	2

Total Room Nights: 450
 Check-in: 3:00PM Check-out: Noon

The group rate will be

Room	Single Rate	Double Rate
Run of House	\$114	\$114
Executive/Hospitality Suite	Comp	Comp
Staff	\$79	\$79
Presidential Suite	\$114	\$114

All Hotel room rates are subject to state and local taxes currently 11.75 %tax and .195% California tourism tax and 2% assessment fee.

Comp Rooms: (3) Comp suites for 3 nights (Executive Suites)

Signer Initial _____

Sales Manager Initial _____

Rebate: A rebate of \$10.00 per paid room night will be sent to Cal-Nev-Ha Key Club to offset Convention Costs. The rebate will not count toward comp rooms, staff rooms, any rooms booked outside of the block or past the reservation due date. No rebates will be paid until the master account is at a 0.00 balance and the attrition amount is obtained.

Reservation Method: Passkey

Reservation Due Date: Thursday, March 21, 2019 after which rooms not reserved will be returned to general inventory; group will remain responsible for such room nights per cancellation or attrition clause below.

Guest Room Charges: Each pay Own, Incidentals.

No Meeting Space

At the present time, we are not holding any meeting facilities for you.

The hotel makes every effort to utilize meeting space in all time periods. The above agenda is held by the time indicated. If you require set up time before and or after the event or require a 24 hold, please contact your representative for availability and pricing.

The hotel is not responsible for or the replacement of any contents left in any of the meeting spaces.

CATERING EVENT MANAGER: The group will be assigned a catering event manager for detailing this event. The group will be contacted to begin the process once this contract is signed. The group is required to provide details including menus selections, audio visual equipment, meeting room set up, and guarantees. The hotel requires this process to be completed prior (10) seven days prior to the event start date. The hotel cannot guarantee any audio visual equipment or services added less than (10) days prior.

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

PARKING: Complimentary

CANCELLATION: In the event of a cancellation 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the sleeping room and banquet Food and Beverage revenue will be due, plus applicable taxes and service charges. In the event of a cancellation 91 or more days prior to arrival, liquidated damages in the amount of eighty percent of the sleeping room and banquet food and beverage revenue will be due, plus applicable taxes and service charges.

Signer Initial _____

Sales Manager Initial _____

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

BILLING PROCEDURES, OPTIONS AND DEPOSIT SCHEDULE: The following items shall be charged to the Master Account: sleeping rooms, tax, California Tourism Assessment Fee, attrition charges, meeting space rental charges (if any), cancellation charges, , and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. All 3rd party charges will be assessed 15% handling charge. Payment is due within 10 days of billing date and will thereafter accrue interest at 1.5% per month, if permissible by law, or the highest rate permissible by law. Individual guest accounts are payable at check-out by cash or credit card.

Option #1: **Pay by Credit Card:** A credit card authorization form must be completed and returned with this signed contract. The card will be authorized 3 days prior to the event for the estimated charges. Any additional or remaining balance will be charged to this card on file. If the credit card does not authorize for the amount, the account and or event will be "canceled"

Option #2: **Pay By Check:** A deposit of 20% or \$500.00 (minimum) is due when the contract is signed or based on the payment schedule in this contract. Cashiers' Check, Money Order and Personal Checks **MUST** be received (7) days prior to the event. Estimated charges based on contracted total. If the check is not received 7 days prior a credit card authorization form is due to the property with 48 hours or the event will be "canceled".

Option #3: **Direct Bill Account:** A direct bill account can be established by applying (60) days prior to the event. Credit line and account subject to approval. Selecting this option requires a completed application and references.

Please Initial:

Option #1 _____ Option #2 _____ Option #3 _____

INSURANCE AND INDEMNIFICATION:

Property and Cal - Nev- Ha District of Kiwanis each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Property as an additional insured. Damage to

Signer Initial _____

Sales Manager Initial _____

the Property premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities.

The Property must pre-approve all outside contractors and vendors hired for use by the Group in the Property, and may have a list of approved contractors and vendors. The Property reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Property. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Property premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Property's premises, and must comply with all other requirements the Property deems appropriate, in its sole discretion. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Property harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

The Group shall indemnify, defend and hold harmless the Property and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Property facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

MISCELLANEOUS PROVISIONS: In the event of litigation, California law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of California courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended ONLY in writing, signed by representative of Group and Property's General Manager. Group may not assign any benefits associated in any way with this contract without consent of Property. No food and beverage of any kind may be brought into Property or any hospitality suite by group or its guests.

PROPERTY POLICIES: (1)Property recommends its in-house A/V department (2)Property cannot store materials for group (3) Signs and banners are not allowed in public areas; signs in meeting space must be professionally printed and placement and posting approved by Property; nothing may be posted, attached or stuck to walls without permission. Gummed stickers or labels are strictly prohibited. (4) Property's logo, trademark, name, etc., may not be used

Signer Initial _____

Sales Manager Initial _____

by Group without prior written permission of Property. (5) No sound, phone, electrical, lighting, mechanical equipment, or rigging can be installed or operated by anyone other than Property personnel.

ACCEPTANCE: This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Property. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement. Contract must be returned unchanged and signed on or before Oct 15, 2016

Cal - Nev- Ha District of Kiwanis

By: _____ Date: _____

Name: Mark W. McDonald

Title: _____

Radisson Ontario Airport

By: _____ Date: _____

Name: Clay Miale

Title: Director of Sales

Signer Initial _____

Sales Manager Initial _____



2025 E. Convention Center Way, Ontario, CA 91764
 Phone 909.937.6788 Fax 909.605.9120

BOOKING CONFIRMATION AGREEMENT

Date Typed August 25, 2016	Sales Person Susan Segreti	Name of Function CA/NV/HI District of Kiwanis International						
Organization CA/NV/HI District of Kiwanis International								
Contact Mark, W. McDonald		Title			Fax			
Street 8360 Red Oak St., Suite 201		City Rancho Cucamonga		State CA	Zip 91730	Phone 909.989.1500		
Group Arrival Thursday, April 11, 2019					Group Departure Sunday, April 14, 2019			
GUARANTEED BY								
Deposit \$ _____		<input checked="" type="checkbox"/>	Credit Card		Contract _____			
ROOM RESERVATIONS								
Call in on own		<input checked="" type="checkbox"/>	Rooming List					
Special Rooming Requirements Passkey for this event and rooming list will be given no later than Tuesday, March 28, 2019 Individuals pay own.								
ROOMS BLOCKED								
DATE	4/11/2019	4/12/2019	4/13/2019	4/14/2019			TOTAL ROOM NIGHTS	ROOM RATE
DAY	Thursday	Friday	Saturday	Sunday				
STUDIO KING	0	15	15	C/O			30	\$134.00
STUDIO DOUBLE	1	10	10	C/O			21	\$154.00
PENTHOUSE								
TOTAL	1	25	25	0			51	
BILLING INSTRUCTIONS								
INDIVIDUAL PAY				MASTER ACCOUNT				
ROOMS/TAX XXX	INCIDENTALS (OTHERS) XXX			ROOMS/TAX	INCIDENTALS (OTHERS)		DIRECT BILL	
METHOD OF PAYMENT								
CASH	PREPAID	CREDIT CARD TYPE	EXP. DATE	CARDHOLDER	CREDIT CARD NO.			
Cancellation Terms: 3 months prior to event-Full cancellation without charges 75-89 days prior to event- 25% of all room charges will be enforced 45-74 days prior to Arrival Date – 50% of all room charges will be enforced 14-29 days prior to Arrival Date – 75% of all room charges will be enforced Within 2 weeks of Arrival Date – 100% of all room charges will be enforced Attrition Terms: Kiwanis International will be responsible for 80% of total room night volume contracted. If group falls short by more than 80% charges will be accrued and paid by Kiwanis International. Attrition charges will be billed one week after group departure. Other Conditions: There is a \$10.00 rebate payable to Cali-Nev-Ha Key Club on all paid room nights during event.								
UNUSED ROOMS WILL BE RELEASED AS OF: 2 WEEKS PRIOR TO ARRIVAL Tuesday, March 28, 2019				IN ORDER FOR US TO CONSIDER THIS AGREEMENT CONFIRMED PLEASE SIGN AND RETURN TO OUR OFFICE BY: →			RETURN DATE September 30, 2016	
ACCEPTED BY				HOTEL SIGNATURE				

Agreement between **LYT AUTTUN d/b/a Sheraton Ontario Airport Hotel** and **CAL-NEV-HA DISTRICT OF KIWANIS INTERNATIONAL**

Customer CAL-NEV-HA DISTRICT OF KIWANIS INTERNATIONAL Bruce Hennings Director of Service Leadership 8360 Red Oak St Ste 201 Rancho Cucamonga, CA, 91730 United States Phone: 9098981500 Fax : 5105620688 Email : bruce@cnhkiwanis.com	Property Sheraton Ontario Airport Hotel Melissa Gonzales Sales Manager 429 North Vineyard Avenue Ontario, CA, 91764 United States Phone: 9099377459 Fax : 9099373378 Email : mgonzales@sheratonont.com	Agency/Third Party (OPTIONAL) Phone: Fax : Email :
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RE: Kiwanis International

This Agreement between CAL-NEV-HA DISTRICT OF KIWANIS INTERNATIONAL (“**Customer**”) and LYT AUTTUN d/b/a Sheraton Ontario Airport Hotel (“**Hotel**”) is effective as of the date it is signed by Hotel (“**Agreement Date**”).

Event Dates: 11-Apr-2019 to 14-Apr-2019

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

	Thu, Apr 11, 2019	Fri, Apr 12, 2019	Sat, Apr 13, 2019	Total
Traditional (NDD)	1	30	30	61
Traditional (NKG)	0	10	10	20
Attendees Room Block Total	1	40	40	81

Total Guest Room Night Commitment: Customer’s total guest room night commitment is 81.

Cut-off Date: The “cut-off date” for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on 14-Mar-2019. 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	Double Rate	Triple Rate	Quad Rate
Traditional (NDD)	\$129	\$129	\$129	\$129
Traditional (NKG)	\$129	\$129	\$129	\$129

Rates do not include applicable state and local taxes, currently 13.75, or the following automatic or mandatory charges (e.g., resort charges): . No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Rebate-\$10.00 rebate per room night payable to Cali-Nev-Ha Key Club

Rooming List: Passkey through OCVB

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 (# of room nights in Room Block x average Rate):	\$ 10449
Estimated Other Revenue:	\$0
Total Minimum Revenue:	\$10449

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 Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	80% of 10449 = \$8359.20
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80% of the group block should be used to determine attrition. Attrition fees to be based on the difference between 80% of the group block and the number of rooms actually picked up multiplied by the group rate.

This attrition allowance does 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 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 <i>minus</i> actual guest room revenue from Room Block
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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 11-Apr-2019 :	0% of Total Minimum Revenue = \$15480
From 59 days to 30 days prior to 11-Apr-2019:	50% of Total Minimum Revenue = \$7740
From 29 days or less prior to 11-Apr-2019:	100% of Total Minimum Revenue = \$15480

Both parties acknowledge that if they cancel or otherwise substantially reduce the Room Night Commitment (a "Cancellation"), this action would constitute a breach of obligation to the other party and that party would be harmed. Because the parties' harm is likely to increase if there is a delay in notification of any Cancellation, each party agrees to notify the other, in writing, within five (5) business days of any decision to cancel.

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):		
Event Food & Beverage (including taxes, service charges, and administrative charges):		
Incidental charges:		

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 11-Apr-2019. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than 11-Apr-2019, 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 11-Apr-2019.

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

Concession	Qty	Unit of Measure	Total Value
Complimentary wifi			
1 per 50 comp ratio			

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 11-Apr-2019, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to 11-Apr-2019.

Construction: Hotel will promptly notify Customer of any construction or remodeling to be performed in Hotel over the Event Dates other than routine maintenance and Hotel will use all commercially reasonable efforts to insure that any such occurrence will not materially interfere with Customer's use of Hotel. Should construction or remodeling be mutually determined by Customer and Hotel to materially interfere with Customer's event, Customer will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Customer's receipt of notice of such construction or remodeling.

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) 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.

ACCEPTED AND AGREED TO:

CAL-NEV- HA DISTRICT OF KIWANIS INTERNATIONAL _____ LYT AUTTUN, as owner of Sheraton Ontario Airport Hotel
(Name of Association/Company)

By _____
Mark W. McDonald

By _____
Melissa Gonzales
Sales Manager

Date _____

Date _____

