



GROUP SALES AGREEMENT

This Agreement is made and entered into as of Thursday, July 27, 2017, by and between **DoubleTree by Hilton Sacramento** (hereinafter referred to as "Hotel") and California, Nevada, Hawaii District of Kiwanis International (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Kiwanis CA-NV-HI District below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

- ❖ **Company/Organization or Sponsor's Name:** California, Nevada, Hawaii District of Kiwanis International
- ❖ **Event Name and general description of event:** Kiwanis 2018 CA-NV-HI Mid-Year Conference
- ❖ **Contact Name:** Mark W. McDonald
- ❖ **Contact Phone:** Day: 909-736-1703
Email: mark@cnhkiwanis.org
- ❖ **Contact Address:** 8360 Red Oak Street, Suite 201
Rancho Cucamonga, CA 91730 USA

SECTION TWO: GROUP ROOM RESERVATIONS

2.1. **GUESTROOM ACCOMMODATIONS:** Hotel will hold the following block of rooms for Group's Use. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

The Doubletree by Hilton Sacramento is pleased to provide a 100% smoke free environment throughout the hotel. We have designated smoking areas to accommodate your guest's needs. Guests that fail to uphold the smoke free environment will be charged a cleaning fee in order to restore the room to its smoke free status.

	Wed 02/07/2018	Thu 02/08/2018	Fri 02/09/2018	Sat 02/10/2018	Sun 02/11/2018
Run of House	2	11	71	46	2
Parlor Suite	0	4	4	4	0

❖ *Run of House excludes suites & deluxe room types*

Check In Time: 4:00pm

Check Out Date/Time: 2/12/18/ by 11:00am

TOTAL NUMBER OF ROOM NIGHTS:

144

CUT OFF DATE: Tuesday, January 16, 2018. After this date, rooms not covered by a rooming list/ individual reservations/reservations card, as provided in Section 2 hereof, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

2.2. **SPECIAL GUEST ROOM REQUESTS:** Hotel will grant Kiwanis CA-NV-HI District the following special guestroom requests. Hotel will not guarantee any special requests except those set forth below:

2.3. **GUEST ROOM RATES**

❖ The Hotel is pleased to confirm the following room rates for this group:

Room	Single Rate	Double Rate
Classic room 1 or 2 beds	\$129.00	\$129.00
Parlor Suite	0.00	0.00

❖ Hotel room rates are subject to applicable state and local taxes and assessments, currently at 14.8% per room, per night. If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status; Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

❖ All rates are net non-commissionable.

2.4. **COMPLIMENTARY ROOMS/CONCESSIONS:** Hotel agrees to provide Group with 1 complimentary room night(s) for every 50 revenue generating room nights occupied, provided that the total utilization of the sleeping rooms exceeds 80% of the room block. At least thirty (30) days prior to Group's arrival, Group must provide Hotel with a list of individuals who will occupy complimentary rooms; otherwise it will not receive the complimentary rooms. If Group does not earn the requested number of complimentary rooms; the appropriate room and tax charges will be placed on the Group's Master Account. Unused complimentary units shall have no value and will not be credited to the Group's Master Account.

- **Complimentary guestroom internet access**
- **Double Hilton Honors meeting planner bonus points**
- **Warm signature DoubleTree Chocolate Chip cookie upon arrival**
- **Negotiated rate available three days pre- and post-event on availability**

- 10% discount on in-house AV (AVMS)
- One comp room night for every 50 picked up
- One comped parlor suite Thursday check-in – Sunday check-out
- Three upgrades to suites at group rate
- Four VIP amenities
- Complimentary access to fitness center and pool
- Complimentary access for business center
- Complimentary DoubleTree shuttle to within three-mile radius of the hotel

2.5 **RESERVATIONS**

- ❖ **INDIVIDUAL RESERVATIONS:** Each individual guest must make their own reservations online or by calling **1-800-686-3775** by Tuesday, January 16, 2018. They must identify themselves as members of the Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card.
- ❖ **PERSONALIZED ON LINE GROUP PAGE.** We understand room assignments will be made directly by the attendee via the Internet using the **Hilton Booking Link**. Reservations can also be made using a URL through the Hilton.com website, or by calling 1-800-686-3775 and providing your group code. Please call the hotel to provide a unique URL and group code.

Regardless of how your reservations are made, our online Guest List Manager is available to view and manage guest lists as well as view room count summaries for your group block. Your Event Manager will provide you with the brief instructions to access.

SECTION THREE

MEETING ROOM/BALLROOM AND CATERING SERVICES

- 3.1. **MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following function space for the specified days/times:

Date	Start Time	End Time	Function	Room	Setup	Ppl	Room Rental
Wednesday							
2/7/2018	5:00 PM	11:00 PM	Office	Executive Board Room	Classroom 2 per 6	6	
2/7/2018	5:00 PM	11:00 PM	Storage	Yuba River Room	Classroom 2 per 6	6	
Thursday							
2/8/2018	8:00 AM	5:00 PM	Office	Executive Board Room	Classroom 2 per 6	6	
2/8/2018	8:00 AM	11:00 PM	Storage	Yuba River Room	Classroom 2 per 6	6	
Friday							
2/9/2018	8:00 AM	5:00 PM	Office	Executive Board Room	Classroom 2 per 6	6	

2/9/2018	8:00 AM	11:00 PM	Storage	Yuba River Room	Classroom 2 per 6	6	
2/9/2018	9:00 AM	6:00 PM	Meeting	Rubicon River Room	U-Shape	20	
2/9/2018	1:00 PM	5:00 PM	Meeting	Sacramento Room	Conference	28	
2/9/2018	5:30 PM	10:00 PM	Setup	Grand Ballroom	Rounds of 10	400	
2/9/2018	6:00 PM	7:00 PM	Exhibits	Capital Ballroom Foyer	Classroom 3 per 6	22	
Saturday							
2/10/2018	6:00 AM	2:00 PM	Exhibits	Capital Ballroom Foyer	Classroom 3 per 6	22	
2/10/2018	6:00 AM	11:00 PM	Registration	Grand Ballroom Foyer	Classroom 2 per 6	6	
2/10/2018	7:00 AM	8:00 AM	Breakfast Buffet	Maxi's	Rounds of 8	50	
2/10/2018	8:00 AM	10:00 AM	General Session	Grand Ballroom	Rounds of 10	400	
2/10/2018	8:00 AM	12:00 PM	Office	Executive Board Room	Classroom 2 per 6	6	
2/10/2018	8:00 AM	5:00 PM	Storage	Yuba River Room	Classroom 2 per 6	6	
2/10/2018	9:30 AM	4:00 PM	Breakout	Capital Salon C	Theatre	50	
2/10/2018	9:30 AM	4:00 PM	Breakout	Capital Salon D	Theatre	75	
2/10/2018	9:30 AM	4:00 PM	Breakout	Capital Salon B	Theatre	150	
2/10/2018	9:30 AM	4:00 PM	Breakout	Capital Salon A	Theatre	150	
2/10/2018	12:00 PM	1:30 PM	Lunch	Grand Ballroom	Rounds of 10	400	
2/10/2018	6:00 PM	7:00 PM	Reception	Capital Ballroom	Reception	100	
2/10/2018	7:00 PM	10:00 PM	Dinner	Capital Ballroom	Rounds of 10	100	
Sunday							
2/11/2018	7:00 AM	12:00 PM	Meeting	Maxi's	Conference	30	
2/11/2018	8:00 AM	5:00 PM	Office	Executive Board Room	Classroom 2 per 6	6	

- ❖ Hotel reserves the right to assign and change specific function space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
- ❖ If Group requests a specific meeting room that is already booked, Group shall be granted first option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five business days or Hotel will be entitled to book another event in the specified room.

3.2 **CATERING SERVICES:** A minimum of \$15,800.00 in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the Guaranteed Amount.

3.2 **FOOD & BEVERAGE POLICY**

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 3 months prior to scheduled function.
- ❖ Food, Beverage, Room Rental and AV prices are subject to a service charge (currently 22%) and applicable taxes.
- ❖ Final menu selections must be submitted to Hotel's Catering Officer at least 3 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Catering Representative), Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set 5 percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- ❖ Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION FOUR

BILLING/CREDIT PROCEDURES

4.1 **MASTER ACCOUNT:** The manner of payment of the Master Account shall be established upon approval of Group's credit. Group must complete the attached direct billing application and return to Hotel upon the execution of this Agreement. **Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved.** If Group has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein. Group may pay all or part of its obligation under this Agreement by credit card, provided that Group fills out the attached credit card authorization form.

INCIDENTALS: Incidental expenses of Group members will be the responsibility of each guest. If the individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card or a cash deposit in the amount of \$75.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

SECTION FIVE: CANCELLATION/MODIFICATION

5.1 **CANCELLATION OF ROOM RESERVATIONS:**

- ❖ **Guests** are responsible for paying for their own accommodations. Deposits (taken either in cash or by credit card) are refunded or credited only if notice is received 24 hours prior to arrival date and guest must obtain cancellation number.

And

- ❖ Group is responsible for payment of selected guests' accommodations through a master account. The attrition/cancellation clause in Section 5.2 shall apply.

5.1 **GROUP'S CANCELLATION:**

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested.

If you decide to cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

Attrition: The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenue.

For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group's block times the average room rate of rooms actually utilized. For food, beverage, meeting rooms and other services revenue, lost revenue will be calculated by subtracting the exact amount of food and beverage provided from the total anticipated food and beverage agreed to herein. The lost revenues for food, beverage, meeting rooms and other services and for sleeping rooms will be calculated separately.

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
20% or less	-0-
More than 20%	80% of lost revenue

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee equal to 80% of the anticipated revenue, except if such cancellation is such as provided in clause 7.4.

SECTION SIX: MISCELLANEOUS

6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

6.1 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the Hotel prior to the function.

6.2 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than one (1) day prior to event. Hotel has no liability for the delivery, security or condition of the packages. Storage and Delivery fees to apply to all packages based on size and weight. Please ask your Catering Representative for specific delivery, shipping and storage fees. This fee will be added to your banquet check.

6.3 **PARKING:** Hotel parking is currently \$10.00 per day.

6.5 **SIGNING AUTHORITY.** The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name:	_____	Signature:	_____
Name:	_____	Signature:	_____

6.6 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address:

Hotel Address: 2001 Point West Way Sacramento, CA 95815, Attn: Alex Zabelin. Hotel may change Hotel's designated contact at any time upon notice. Any notice will not bind hotel unless delivered to Hotel in the manner specified herein.

SECTION SEVEN: GENERAL PROVISIONS

7.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

7.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

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

7.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes,

civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel or Group.

- 7.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

- 7.5 **ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 7.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 7.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.
- 7.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may, at its sole option, elect to cancel future arrangements, agreements or functions made by Group without penalty and upon written notice.
- 7.9 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.
- 7.10 **OUTSIDE CONTRACTORS:** Should Group elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, decorators, or others, you must notify Hotel of your intention to use such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled "Hold Harmless Agreement – Outside Contractors" in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective

bargaining agreements, to utilize Hotel labor to provide certain services, and Group agrees to pay the fees and/or charges associated with these services.

7.11 **AUDIO VISUAL SERVICES:** See Exhibit "A"

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to August 8, 2017, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to August 8, 2017, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Brighton Management, LLC.

California, Nevada, Hawaii District of Kiwanis International

AS AGENT, DBA DoubleTree by Hilton Sacramento

By: _____
Name: Alex Zabelin
Title: Sales Manager
Date: July 27, 2017

By: _____
Name: _____
Title: _____
Date: _____

DIRECTOR OF SALES: _____

Initials

EXHIBIT A - (Outside A/V Service Vendor)

The DoubleTree by Hilton Sacramento (Hotel) maintains a full service, on-site audio-visual rental service and production company through AVMS. The Hotel recognizes that guests may elect to bring in a third party supplier of audio-visual services and equipment ("Third-Party Vendor"). The DoubleTree by Hilton and AVMS are able to meet any such request(s) provided the following guidelines are met. These guidelines have been developed to ensure the utmost safety and care for all guests of the Hotel and the Hotel premises, and to uphold a level of service and quality that is necessary to ensure a successful event.

1. When third party vendors are utilizing any of the Hotels meeting space, an on-site AVMS representative will be on property to supervise during load-in, operation and teardown. AVMS will be on-site during all functions with audio-visual equipment for support and supervision. This is to ensure our Audio-Visual Service Standards are upheld and provide support to both the client and the third party vendor.
1. When a client utilizes/brings in an outside a/v vendor to provide a/v services for their event (not AVMS), an on-site AVMS representative will be on property to supervise during the load-in and the load out. A Facility supervision fee will be charged to the client of **\$750.00** (plus service charge) for the load in.
2. Should the guest/third party vendor utilize AVMS for their breakout support and or spend a minimum of \$5,000.00 (not including rigging, patch fees, internet, service charge or taxes) in audio-visual equipment/labor, these fees can be waived.
3. All third party vendors and their contractors planning to do audio-visual work within our facility must place on file with the AVMS and the DoubleTree by Hilton, a certificate of insurance policy showing a minimum of \$2,000,000.00 liability. This certificate must name The Hotel and its ownership as additional insured under the same policy. Such insurance shall be primary and not contributory with the facility or ownership insurance.
4. All third party vendors planning to do audio-visual work within our facility must sign a Hold Harmless Agreement in order to protect the facility against claims or, damages caused as a result of their work performed in the facility.
5. The third party vendor is completely responsible for leaving our facility in the same condition as it was given to them. This includes disposal of all trash, props, cardboard, plastic, etc. Cleaning fees will be assessed should floor, wall or ceiling marks require more than traditional cleaning.
6. All electricity requirements to operate the vendor's equipment must be submitted no later than 14 days prior to the event. All charges for power drops will be quoted and billed by the Hotels Engineering Department to the client's master account.

7. To maintain the integrity of our in-house audio system, no person, group or company may plug into the house sound system. Meeting room audio patches are only available and approved by AVMS. If approved, there will be a \$150.00 per day (plus service charge) per meeting room fee for each day (plus service charge) and billed to the client's master account.
8. To preserve the integrity of the Facility, nailing, screwing or similar actions into staging, ceilings, flooring or walls is strictly prohibited. When hanging equipment from ceilings or walls, it is mandatory that the AVMS as a Certified Rigger be hired and utilized by the Party Vendor. The hotel has an **exclusive agreement with AVMS for all rigging** within the hotel. Ceiling and stage plots must be submitted to AVMS for review and approval no less than 14 days prior to load-in.
9. **AVMS is the exclusive provider of internet services** in all meeting spaces in the Hotel. All audio-visual sales incentives or internet offered by the hotel will be extended if and only if AVMS is the primary audio-visual provider for the event. If AVMS is not selected as the primary audio-visual provider, all such sales incentives will not be offered.

Audio-Visual Service Standards

I, the undersigned, have received a copy of the Audio-Visual Services Standards for outside audio-visual vendors. I have read and understand the information contained within. I acknowledge that if AVMS is not used as the supplier of our audio-visual services, the charges listed in this Audio-Visual Services Standards will be billed to my master account.

Client Signature: _____ **Date:** _____

Group Name: _____

Hold Harmless Agreement

The undersigned Contractor agrees to the fullest extent permitted by law, to protect, indemnify, defend, and hold harmless The Doubletree by Hilton Sacramento, **the owner of the hotel, and the management company for the hotel** (together, the "hotel") from all claims, damages, losses and expenses, howsoever the same may be caused reason of any suit, claim, demand, judgment or cause of action initiated by any person arising or alleged to have arisen directly or indirectly out of the performance of the work by Contractor.

The Contractor also agrees to provide a certificate of comprehensive General Liability Insurance, including Contractual Liability, Products and Completed Operations and Automobile Liability to the Facility, evidencing minimum limits of \$2,000,000 combined single limit. The Facility and its ownership is to be named as additional insured and the policy is to reference this Hold Harmless Agreement in the contract and specify a requirement for 30 (thirty) days' notice of material change, cancellation and non-renewal.

The Contractor also agrees to provide a certificate of insurance to the Facility evidencing Worker's Compensation and Employers Liability coverage in effect for its employees.

Contractor Name:

By: _____

Title: _____