



JW MARRIOTT

LAS VEGAS

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: JW Marriott Las Vegas Resort & Spa (Hotel), 221 N Rampart Blvd, Las Vegas, NV, 89145, (702) 869-7777 and Kiwanis International - Cal-Nev-Ha District (Organization) and outlines specific conditions and services to be provided.

ORGANIZATION: Kiwanis International - Cal-Nev-Ha District

CONTACT:

Name: Mr. Mark McDonald
Job Title: Executive Director / District Secretary
Street Address: 8360 Red Oak Street, Suite 201
City, State/Province: Rancho Cucamonga, CA
Postal Code: 91730-0608
Country: USA
Phone Number: (909) 989-1500 x103
E-mail Address: mark@cnhkiwanis.org

NAME OF EVENT: Kiwanis Cal-Nev-Ha District Convention Aug2019

REFERENCE #: M-BJLQJBZ

OFFICIAL PROGRAM DATES: 08/13/2019 to 08/19/2019

ANTICIPATED ATTENDANCE: 1,000

This agreement is entered into and becomes effective on the execution date by both parties by and between Kiwanis International - Cal-Nev-Ha District (hereinafter referred to as "GROUP") and JW Marriott Las Vegas Resort & Spa (hereinafter referred to as "HOTEL")

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Kiwanis International - Cal-Nev-Ha District agrees that it will be responsible for utilizing, 925 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

DAY	Tue	Wed	Thu	Fri	Sat	Sun	Mon
DATE	8/13/2019	8/14/2019	8/15/2019	8/16/2019	8/17/2019	8/18/2019	8/19/2019
Deluxe Rooms	2	52	252	252	252	4	
Staff Rooms	8	10	10	10	10	5	0
One-Bedroom Suite	0	12	12	12	12	5	0
Two-Bedroom Suite	0	1	1	1	1	1	0
Total	10	75	275	275	275	15	Checkout



GROUP ROOM RATES

Based upon Group's total program requirements as outlined in this agreement, Hotel confirms the following Group rates.

Room	Single/Double	Triples	Quads
Deluxe Rooms	\$129.00	\$139.00	\$149.00
(10) Staff Rooms	\$99.00	\$109.00	\$119.00
(11) One-Bedroom Suites	\$129.00	\$139.00	\$149.00

Hotel room rates are subject to applicable state and local taxes (currently 13%) in effect at the time of check-out.

RESORT FEE

The room rates listed above do not include a taxable Resort Fee, currently \$25.99, **discounted at \$21.99** per room per night. The Resort Fee package includes the following value-packed items: Enhanced High Speed Internet access in guest rooms, access to the fitness and wellness experiences at Spa Aquae, six (6) drink coupons, one (1) complimentary gift from the Spa Aquae boutique, \$20 in free casino offers, complimentary shuttle to the Las Vegas "Strip", food outlet discounts and specials. At the time of check-in, each guest paying the resort fee will receive a resort booklet with total items valued at \$185.00.

SPECIAL CONCESSIONS

In consideration of the room night commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Group with the following special concessions:

1. With the given room night commitment and function agenda, the meeting and meal space is complimentary based on 80% pick up of contracted room night commitment and food & beverage minimum of **\$60,000.00** (exclusive of service charge and applicable taxes).
2. Nine (9) upgrades to One-Bedroom Suite at the Group rate. If additional suites are required, they are offered at the following rates: Junior Suites = \$179.00; One-Bedroom Suites = \$229.00; and Two-Bedroom Suites = \$329.00.
3. One (1) complimentary Two-Bedroom Suite, and One (1) One-Bedroom Suite upgrade at group rate for VIP's of your choice for during the dates of your program, August 13-19, 2019.
4. Nine (9) complimentary welcome amenities valued at \$50.00 each and at the Resort's discretion and with the approval of Group.
5. Four (4) complimentary room nights and complimentary meeting room for up to fifteen (15) people for a pre-planning session, based upon the Resort's availability.
6. The Group rate will be extended three days pre and post of the program dates, based upon availability.
7. Twenty percent (20%) discount off of the Resort's 2018 Banquet Menus. Exclusive of applicable taxes and service charges, excluding liquor, labor or specialty menus.
8. Ten percent (10%) discount off the resort's in-house audio visual equipment providing the in-house Audio Visual Department is solely used for all of the Group's Audio Visual needs. Labor and internet are excluded.
9. Twenty-five percent (25%) discount on spa treatment at the Spa Aquae. This excludes waxing.
10. Complimentary self and valet parking for all attendees.
11. Complimentary shuttle service to/from the Strip. This is a 29-passenger van and is available on a first-come-first serve basis and runs on a daily schedule.



COMPLIMENTARY ROOMS

Group will be entitled to one (1) complimentary standard room night for every forty (40) revenue-generating room nights occupied on a cumulative basis to be utilized during your program. Complimentary units earned, but not used or assigned as noted during the event, will be forfeited.

STAFF ROOMS

Hotel will set aside ten (10) rooms to be assigned by Group to staff at a special discount of \$99.00 during the Event. Staff rooms are excluded from the 1/40 calculation.

COMMISSION

The Group room rates listed above are net non-commissionable.

GUARANTEED RESERVATIONS

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

CUTOFF DATE

Reservations by attendees must be received on or before July 12, 2019, (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Kiwanis International - Cal-Nev-Ha District Group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Group's obligation, as discussed elsewhere in this agreement, to utilize guest rooms.

NO ROOM TRANSFER BY GUEST

Kiwanis International - Cal-Nev-Ha District agrees that neither Group nor attendees of the event nor any intermediary shall be permitted to assign any rights or obligations under this Group sales agreement, or to resell or otherwise transfer to persons not associated with Group reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group sales agreement.

METHOD OF RESERVATIONS

Hotel is pleased to offer the use of our online Group reservations system powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number to be established after enabling Passkey. It is the responsibility of Group to publish and provide this information to potential attendees through the planner's meeting website or through email. Group shall be responsible for publishing the URL for all potential attendees. The Group rate is guaranteed for reservations made on or before the Cutoff date. Any reservations made after the cut-off date shall be at the Hotels then current available rate.

Hotel will supply a username and password to provide you with 24/7 online access to your Group's information and reports.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Group, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	#PPL	Function Space
8/13/2019	Tue	6:00 AM	11:59 PM	Office	Conference	1	Sevilla
8/13/2019	Tue	6:00 AM	11:59 PM	Storage	Storage	1	Galicia



FUNCTION INFORMATION AGENDA/EVENT AGENDA (continued)

Date	Day	Start Time	End Time	Function Type	Set-Up Style	#PPL	Function Space
8/14/2019	Wed	6:00 AM	11:59 PM	Office	Conference	1	Sevilla
8/14/2019	Wed	6:00 AM	11:59 PM	Storage	Storage	1	Galicia
8/14/2019	Wed	2:00 PM	11:59 PM	Breakout	Theater	350	Valencia
8/14/2019	Wed	8:00 AM	2:00 PM	Breakout	Conference	30	Cataluna
8/14/2019	Wed	8:00 AM	11:59 PM	Set Up	Rounds of 10	900	Marquis Ballroom
8/14/2019	Wed	2:00 PM	5:00 PM	Breakout	Conference	20	Madrid
8/14/2019	Wed	1:45 PM	2:30 PM	Coffee Break	Roll In	20	Madrid
8/15/2019	Thu	6:00 AM	11:59 PM	Office	Conference	1	Sevilla
8/15/2019	Thu	6:00 AM	11:59 PM	Storage	Storage	1	Galicia
8/15/2019	Thu	8:00 AM	5:00 PM	Breakout	U-Shape	40	Andalucia
8/15/2019	Thu	7:45 AM	8:00 AM	Coffee Break	Roll In	40	Andalucia
8/15/2019	Thu	12:00 PM	1:00 PM	Lunch	Roll In	40	Andalucia
8/15/2019	Thu	8:00 AM	5:00 PM	Breakout	U-Shape	40	Cataluna
8/15/2019	Thu	7:45 AM	8:00 AM	Coffee Break	Roll In	40	Cataluna
8/15/2019	Thu	12:00 PM	1:00 PM	Lunch	Roll In	40	Cataluna
8/15/2019	Thu	8:00 AM	5:00 PM	Registration	Registration	1	Marquis Foyer
8/15/2019	Thu	10:30 AM	5:00 PM	Breakout	U-Shape	30	Castilla
8/15/2019	Thu	12:00 PM	5:00 PM	Breakout	Theater	350	Valencia
8/15/2019	Thu	2:00 PM	6:15 PM	General Session	Rounds of 10	900	Marquis Ballroom
8/15/2019	Thu	6:30 PM	10:00 PM	Dinner	Rounds of 10	110	Cascade
8/16/2019	Fri	6:00 AM	11:59 PM	Office	Conference	1	Sevilla
8/16/2019	Fri	6:00 AM	11:59 PM	Storage	Storage	1	Galicia
8/16/2019	Fri	6:00 AM	11:59 PM	Breakout	Theater	350	Valencia
8/16/2019	Fri	7:00 AM	8:00 AM	Breakfast	Rounds of 10	115	Cascade
8/16/2019	Fri	8:00 AM	12:00 PM	Registration	Registration	1	Marquis Foyer
8/16/2019	Fri	8:00 AM	5:00 PM	Breakout	Theatre	30	Andalucia
8/16/2019	Fri	8:00 AM	5:00 PM	Breakout	Theatre	325	Grand Ballroom AB
8/16/2019	Fri	8:00 AM	5:00 PM	Breakout	Theatre	325	Grand Ballroom C
8/16/2019	Fri	8:00 AM	5:00 PM	Exhibits	Exhibits	50	Grand Ballroom DE & Corridor
8/16/2019	Fri	8:00 AM	11:59 PM	General Session	Rounds of 10	900	Marquis Ballroom
8/16/2019	Fri	12:15 PM	1:45 PM	Lunch	Rounds of 10	425	Marquis Ballroom
8/16/2019	Fri	10:30 AM	12:00 PM	Breakout	Theater	200	Cataluna
8/16/2019	Fri	6:30 PM	10:00 PM	Dinner	Rounds of 10	110	Cascade
8/17/2019	Sat	6:00 AM	11:59 PM	Office	Conference	1	Sevilla
8/17/2019	Sat	6:00 AM	11:59 PM	Storage	Storage	1	Galicia
8/17/2019	Sat	8:00 AM	5:00 PM	Breakout	Theater	350	Valencia
8/17/2019	Sat	8:00 AM	5:00 PM	Registration	Registration	1	Marquis Foyer
8/17/2019	Sat	8:00 AM	5:00 PM	Breakout	Theatre	325	Grand Ballroom AB



FUNCTION INFORMATION AGENDA/EVENT AGENDA (continued)

Date	Day	Start Time	End Time	Function Type	Set-Up Style	#PPL	Function Space
8/17/2019	Sat	8:00 AM	5:00 PM	Breakout	Theatre	325	Grand Ballroom C
8/17/2019	Sat	8:00 AM	5:00 PM	Exhibits	Exhibits	50	Grand Ballroom DE & Corridor
8/17/2019	Sat	8:00 AM	5:00 PM	Breakout	Theatre	30	Andalucia
8/17/2019	Sat	8:00 AM	11:59 PM	General Session	Rounds of 10	900	Marquis Ballroom
8/17/2019	Sat	6:45 AM	8:00 AM	Breakfast	Rounds of 10	325	Marquis Ballroom
8/17/2019	Sat	12:15 PM	2:00 PM	Lunch	Rounds of 10	750	Marquis Ballroom
8/17/2019	Sat	6:00 PM	7:00 PM	Reception	Lounge	500	Marquis Ballroom
8/17/2019	Sat	7:00 PM	8:15 PM	Dinner	Rounds of 10	500	Marquis Ballroom
8/17/2019	Sat	9:30 PM	11:59 PM	Reception	Lounge	100	Cascade
8/18/2019	Sun	6:00 AM	11:59 PM	Office	Conference	1	Sevilla
8/18/2019	Sun	6:00 AM	11:59 PM	Storage	Storage	1	Galicia
8/18/2019	Sun	7:00 AM	8:30 AM	Breakfast	Rounds of 10	80	Cascade
8/18/2019	Sun	8:00 AM	10:00 AM	Breakout	Conference	30	Andalucia
8/18/2019	Sun	8:00 AM	5:00 PM	Breakout	Conference	28	Murcia

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and a taxable service charge (currently 21%) in effect on the date(s) of the event.

Six (6) months prior to the event, Kiwanis International - Cal-Nev-Ha District agrees to give Hotel a preliminary program, including updated attendance figures based upon history. Three (3) months prior to the event, a tentative program with anticipated attendance figures is required. Hotel has the right to move meeting space as long as the meeting space is of equal size or greater. Hotel will release any space that is not designated on the tentative program, except for any space that Hotel and Group agree to hold for unanticipated needs.

EXHIBITS IN HOTEL

Due to the layout of the Hotel, storage space is not available for display materials and/or show merchandise. At the conclusion of the set-up operation, all related equipment, crates, trash, etc. must be removed from the premises no later than the last day of the exhibit show period.

Based on the above number of booths and square footage required, if the event were to occur this year, a rental of flat fee of \$12,000.00, per day would apply for utilization of Hotel's exhibit area. However, in appreciation of your business, based on 80% pickup of contracted rooms this fee will be waived. This rental includes setup and dismantle time. Definite rental rates will be established one year prior to the event dates. This quotation is based on the floor plan and booth arrangements specified.

The above rental agreement includes:

1. The exhibit facility as programmed
2. General maintenance of aisles, Hotel lighting, heating, air conditioning, and ventilation

The above rental agreement does not include:

1. Drayage and placement of display equipment
2. Decoration and related services
3. Security services
4. Labor; for example, carpenters, electricians, and drapers
5. Storage of any exhibit-related materials
6. Lighting and electrical power
7. Gas or water supply



DAMAGE TO FUNCTION SPACE

Group agrees to pay for any damage to the function space that occurs while Group using it. Group will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Kiwanis International - Cal-Nev-Ha District and its attendees. Group is responsible for doing a post walk through with event manager to determine if any damage was done in the contracted meeting space.

MASTER ACCOUNT

Hotel must be notified in writing at least forty-five (45) days prior to arrival of the authorized signatories and the charges that are to be posted to the master account. Any cancellation or attrition fees will be billed to the Group's master account.

Enclosed is an application for direct billing approval. Please fill out the form completely and return it to Hotel within thirty (30) days of arrival. Hotel credit manager will contact Group if direct billing is available or an alternative means of payment must be arranged.

METHOD OF PAYMENT

The method of payment of the master account will be established upon approval of Group's credit. If credit is approved, the outstanding balance of Group's master account (less any advance deposits and exclusive of disputed charges) will be due and payable within thirty (30) days.

Group will raise any disputed charge(s) within seven (7) days after receipt of the invoice. The Hotel will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice less disputed items. If payment of any invoice is not received within thirty (30) days of the date on which it was due less disputed charges, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

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

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- _____[agreed alternative]

Group may not change this form of payment.

In the event that credit is not approved, Group agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the Group's event.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Group wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement Group shall provide hotel with credit card authorization information. A Credit Card Information request e-mail will be sent to the e-mail address provided by Group.

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

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

If payment of deposit or master account is by credit card, a service charge of 3% will not apply for up to \$25,000. Should a credit card be used to settle an account or provide a deposit over \$25,000, the Hotel will charge a 3% service fee in addition to the final statement. In the event of a chargeback by the cardholder, interest charges will apply.



BILLING ARRANGEMENTS

The following billing arrangements apply:

- Individual pays own
- Rooms and Tax to the master account
- All charges to the master account

ADVANCE PAYMENT SCHEDULE

Group agrees to make the following advance payments:

April 12, 2018	\$1000.00
At departure	Balance of Master Account

The above payments will be applied to payment of the master account. In the event that the payments exceed the balance of the master account, including any liquidated damages associated with cancellation/attrition by Group, Hotel will refund the difference between the payments and the balance of the master account within thirty (30) days of receipt. If the advance payments are not received on the scheduled due dates it will constitute a breach of contract by Group and this contract is considered as a cancellation, therefore liquidated damages will be owed to the Resort as outlined in the cancellation provision of this agreement.

ROOMS ATTRITION

Hotel is relying upon Group's use of the room night commitment. Group agrees that a loss will be incurred by Hotel if Group's actual usage is less than 80% of the room night commitment.

If Group's actual usage is less than 80% of the room night commitment, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the room night commitment and Group's actual usage, multiplied by the Group room rate, plus applicable taxes.

FOOD AND BEVERAGE MINIMUM/ATTRITION CANCELLATION

The Hotel is relying upon the food and beverage functions outlined on the event agenda. Group agrees that a loss will be incurred by the Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

Kiwanis International – Cal-Nev-Ha District agrees that it will provide a minimum food and beverage revenue of **\$60,000.00** (exclusive of applicable service charges and taxes) as part of the event. If Kiwanis International - Cal-Nev-Ha District provides less food and beverage revenue, it agrees to pay Hotel 35% of the shortage. In addition, if any food and beverage event is cancelled within 72 hours of its scheduled time, Kiwanis International - Cal-Nev-Ha District agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 72 hours.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

FOOD AND BEVERAGE PRICING

Hotel will confirm the food and beverage prices no later than six (6) months prior to Group's arrival date.



CURRENT CATERING PRICES

Hotel's 2018 catering minimum prices are as follows:

Continental Breakfast:	\$29.00 per person
Breakfast Buffet:	\$34.00 - \$60.00 per person
Coffee Breaks:	\$16.00 - \$23.00 per person
Plated Lunch:	\$45.00 - \$57.00 per person
Lunch Buffet:	\$45.00 - \$54.00 per person
Boxed Lunch:	\$43.00 per person
Receptions, Light, excluding Bar:	\$28.00 - \$35.00 per person
Receptions, Heavy, excluding Bar:	\$84.00 - \$125.00 per person
Plated Dinner:	\$68.00 - \$110.00 per person
Buffet Dinner:	\$92.00 - \$145.00 per person
Hosted Bar:	\$30.00 - \$36.00 per person (2 hours)

These quotations do not include any applicable NV tax (currently at 8.25%), and a taxable service charge of 21%. All food and beverage served in the Hotel must be purchased from the Hotel.

A minimum labor charge of \$150.00 per room, per day will apply for any cash food and beverage function and/or any food and beverage function at which twenty-five (25) people or less are served.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

SPA AQUAE

Special spa packages may be available for your Group at Spa Aquae. Please contact our Spa Sales Specialist, Nina Miller via telephone at (702) 869-7080 or email at nina.miller@jwmarriottlv.com for further details.

CANCELLATION

Group acknowledges that if it cancels or otherwise essentially abandons its planned use of the room night commitment (a "Cancellation"), this action would constitute a breach of Group's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Group's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any cancellation, Group agrees to notify Hotel, in writing, within five (5) business days of any decision to cancel. In addition, if a cancellation occurs, the parties agree that:

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

Group therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to August 13, 2018	75% of Total Room Revenue* Plus 50% of Food and Beverage minimum
From August 14, 2018 to convention dates	100% of Total Room Revenue* Plus 75% of Food and Beverage minimum

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the room night commitment multiplied by Group's average room rate. If applicable, state and local taxes will be added to the amounts listed above.



CANCELLATION (continued)

Provided that Group timely notifies Hotel of the cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Group relating to the cancellation.

The payment made by Kiwanis International - Cal-Nev-Ha District at the time of cancellation will be reduced by any previously paid non-refundable deposit.

RENOVATION

Hotel will promptly notify Group of any significant construction or remodeling to be performed in Hotel during the event dates that would adversely affect the Group program. Hotel will endeavor to keep such activity from distracting or interfering with the use of meeting rooms, or other facilities to be used during the event.

IMPOSSIBILITY

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

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

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

LITIGATION EXPENSES/GOVERNING LAW/ ATTORNEY'S FEES

The parties agree that, in the event litigation relating to this agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees. At such time, Hotel or Group will be entitled to pursue all legal remedies for any damages it incurs from such an action of breach.

Any such action must be brought in Clark County, Nevada. This agreement shall be governed by Nevada law.

LIQUOR LICENSE

Group understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

Should corkage be arranged for the event, the fee applied is \$25.00 per bottle (plus applicable tax and service charge).

COMPLIANCE WITH LAW

This agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

CONSEQUENTIAL DAMAGES

In no event shall either party to this agreement be entitled to consequential damages pursuant to or resulting from, any breach of the agreement, except to the extent that payments pursuant to any cancellation, attrition, or other liquidated damages clauses set forth in the Agreement could be construed as "consequential damages." This paragraph shall be void and of no force or effect in the event that the agreement does not contain a cancellation clause, or if any such cancellation clause is rendered ineffective for any reason.



INDEMNIFICATION

Each party to this agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

INSURANCE

Each party agrees that it will, to the extent applicable, carry and maintain at its own cost and expense the following insurance coverages (or will legally qualify to self-insure for such coverages), except that Group need not carry item (c) below:

- a) Comprehensive general liability insurance, including contractual liability and liability for personal injury, bodily injury, property damage, and completed operations liability with a combined single limit of not less than \$1,000,000 each occurrence.
- b) Automobile liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with the performance of the Agreement for bodily injury or property damage with a combined single limit of not less than \$1,000,000 each occurrence.
- c) Liquor liability insurance with a combined single limit of not less than \$1,000,000 each occurrence.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulation and guidelines (collectively the "ADA"). Each party further agrees to indemnify and hold the other party harmless from and against any and all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees on the basis of the indemnifying party's non-compliance with any of the provisions of the ADA. Group agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which Group is aware.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the event (provided that the event is not cancelled and Group has otherwise complied with the material terms and conditions of this agreement), the Hotel will award Points or submit an award:

CHECK ONE OPTION BELOW:

- Award Points** to the Contact (as identified on page 1 of this agreement or the Authorized Signer of this agreement)

Member Name _____
Rewards Program Member Number _____

- Decline to Award Points.** The Contact and the Authorized Signer of this agreement elect not to receive (and hereby waive the right to receive) an award of points in connection with the event.

The number of points to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at www.marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive points may not be changed without such individual(s)' prior written consent. All Rewards Program Terms and Conditions apply.



IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Group's needs. If such special setups or extraordinary formats are requested, Hotel will present Group two (2) alternatives: (1) charging Group the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

PSAV manages all Audio Visual within the JW Marriott Las Vegas Resort and Spa. They ensure quality standards are upheld and ensure quality service is delivered to our Groups. Should a vendor other than PSAV be selected to provide services, additional fees apply and service charges will be assessed to oversee the proper operation and care of our facility and equipment by outside vendors.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Group requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the event are subject to Hotel approval.

A minimum of one security guard per one hundred guests is required for events with guests under the age of 18 and/or with guests under 21 when alcohol is present.

DECORATIONS, DISPLAY, SIGNS & BANNERS

Décor elements or displays brought into the Hotel by the guest must be approved by appropriate Hotel Management prior to arrival. Items may not be attached to any stationary wall, floor, window or ceiling with nails, staples, tape or any other substance in order to prevent damage to fine fixtures and furnishings. Signs or pamphlets are to be displayed in the Group function rooms only. Group is responsible to provide this information to any outside vendors contracted directly by Group.

DECORATIONS, DISPLAY, SIGNS & BANNERS (continued)

Group is responsible for arranging delivery, set-up and breakdown with all vendors contracted. Should the Hotel staff be requested to assist in any capacity for services contracted by the Group with a vendor, additional labor is based on availability and charges will apply with a minimum of \$150.00 per person per hour.

Decorations or displays brought into the Hotel by the Group must be pre-approved by the Las Vegas Fire Department. An official Flame Retardant certificate must accompany all materials. Pyrotechnic displays are never allowed on the property without written approval from appropriate Hotel Management and a permit from the Las Vegas Fire Department.

USE OF OUTSIDE VENDORS

If Group wishes to hire outside vendors to provide any goods or services at Hotel during the event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

Group will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Group may use or request to be used at the Hotel.

GRATUITIES

Currently, portorage gratuities are \$8.00 per person round trip, and housekeeping gratuities are \$2.00 per day. Please advise Hotel if these charges are to be posted directly to the master account. Gratuities on an individual basis are at the attendees discretion.



ENTIRE AGREEMENT

This agreement contains the entire agreement of the parties and supersedes all previous agreements and understandings of the parties, written or oral. This agreement may be amended only in writing and signed by both parties.

ACCEPTANCE

When presented by the Hotel to Group, this document is an invitation by the Hotel to Group to make an offer. Upon signature by Group, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis until **March 28, 2018**. If Group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Group and the Hotel shall have agreed to and executed this agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Kiwanis International - Cal-Nev-Ha District

Name: Mr. Mark McDonald
Title: Executive Director
Signature:
Date:

Approved and authorized by Hotel: JW Marriott Las Vegas Resort & Spa

Name: Ms. Kaci Feldman
Title: Sales Account Executive
Signature:
Date:

Approved and authorized by Hotel: JW Marriott Las Vegas Resort & Spa

Name: Mr. Sam Messina
Title: Vice President of Sales
Signature:
Date:

