

## Trina Krider

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**From:** Mark McDonald  
**Sent:** Monday, June 25, 2018 11:11 AM  
**To:** Trina Krider; Bruce Hennings  
**Subject:** FW: Kiwanis International CA-NV-HI District of Kiwanis International Apr2020 - San Ramon Marriott (M-AV2P394)  
**Attachments:** 040220\_CR4\_KiwanisInternationaCA-NV-HIDistrictofKiwanisInternationalApr2020.doc

Copy of revised contract

Trina please forward to Trustees. Mark as “ revised per Finance committee request”

*Mark W. McDonald*

*California, Nevada, Hawaii District of Kiwanis*

District Secretary/Executive Director

8360 Red Oak St., Suite 201

Rancho Cucamonga, Ca. 91730

909-736-1703 Direct Dial

909-989-1500 Ext.103

909-989-7779 Fax

mark@cnhkiwanis.org

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**From:** Prado, Wilson <Wilson.E.Prado@marriott.com>

**Sent:** Friday, June 22, 2018 10:13 AM

**To:** Mark McDonald <mark@cnhkiwanis.org>

**Subject:** FW: Kiwanis International CA-NV-HI District of Kiwanis International Apr2020 - San Ramon Marriott (M-AV2P394)

Hi Mark,

Revised contract. Under concessions we added the below so you know we wont charge you for your bringing in your own LCD's and under the Technical Services Clause we added Fri / Sat as requested.

Thanks

- Hotel will not charge AV fee if group brings own LCD projectors (must use in-house AV provider's Projection Support Packages (screen, AV cart, etc.))

### **TECHNICAL SERVICES**

Hotel will provide a permanent public address system in each of the major meeting rooms. PSAV® is Hotel's exclusive provider for all audio & visual needs. A fixed daily technical assistance fee of \$650.00 will be charged on **Friday and Saturday** if California, Nevada, Hawaii District of Kiwanis International selects an alternate audio-visual provider.

**Wilson Prado** | Account Executive  
P: 805.206.5021 F: 805.830.0300  
[wilson.e.prado@marriott.com](mailto:wilson.e.prado@marriott.com)



Please e-mail back to Trevor Anthony at [Trevor.Anthony@marriott.com](mailto:Trevor.Anthony@marriott.com). Direct phone line is (925) 433-4557.

**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between **San Ramon Marriott**, 2600 Bishop Drive, San Ramon, CA, 94583, (925) 867-9200 and **California, Nevada, Hawaii District of Kiwanis International**.

ORGANIZATION: California, Nevada, Hawaii District of Kiwanis International  
 CONTACT:

Name: Bruce Hennings  
 Job Title: Director of Service Leadership Programs  
 Street Address: 8360 Red Oak Street Ste 201  
 City, State, Postal Code: Rancho Cucamonga, CA 91730-0608  
 Country: USA  
 Phone Number: (909) 989-1500 x105  
 Fax Number: (510) 550-2811  
 E-mail Address: bruce@cnhkiwanis.org

NAME OF EVENT: Kiwanis International CA-NV-HI District of Kiwanis International Apr2020  
**REFERENCE #:** **M-AV2P394**  
 OFFICIAL PROGRAM DATES: Thursday, 04/02/2020 - Sunday, 04/05/2020

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and California, Nevada, Hawaii District of Kiwanis International agrees that it will be responsible for utilizing, 307 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Standard Room	Staff Rooms	Presidential Suite	Junior Suite	Hospitality Suite	Total Rooms
04/02/2020	Thu	4	0	1	2	0	7
04/03/2020	Fri	138	8	1	2	1	150
04/04/2020	Sat	138	8	1	2	1	150

**GROUP ROOM RATES**

Based upon California, Nevada, Hawaii District of Kiwanis International's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Start Date	End Date	Room Type	Rate
04/02/2020	04/04/2020	Standard Room	\$146.00
04/02/2020	04/04/2020	Presidential Suite	Comp
04/02/2020	04/04/2020	Junior Suite	\$146.00
04/03/2020	04/04/2020	Hospitality Suite	\$146.00
04/03/2020	04/04/2020	Staff	\$95.00

Hotel room rates are subject to applicable state and local taxes: Occupancy Tax (Currently 7.25%) + Business Improvement District Assessment (currently at \$2.00 per room per night) + California Tourism Fee (Currently at \$0.50) in effect at the time of check in.

## **SPECIAL CONCESSIONS**

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide California, Nevada, Hawaii District of Kiwanis International with the following special concessions:

- One (1) Hospitality Suite upgrade for up to two (2) nights
- Two (2) Junior Suite upgrades at group rate for up to three (3) nights
- One (1) complimentary Presidential Suite for up to three (3) nights
- Reduced Overnight Self-Parking to \$8.00 per day
- Group room rate applies for single, double, quad occupancies
- Five (5) overnight complimentary parking passes
- Five (5) VIP welcome amenities (valued at \$30.00 each)
- One (1) Complimentary Room Night Per Fifty (50) Room Nights actualized and paid for at Group Rate or higher
- Eight (8) Staff rooms at a rate of \$95.00
- Hotel will not charge AV fee if group brings own LCD projectors (must use in-house AV provider's Projection Support Packages (screen, AV cart, etc.)
- Waived meeting space rental with catered Food and Beverage Commitment of \$40,000.00

## **COMPLIMENTARY ROOMS**

California, Nevada, Hawaii District of Kiwanis International will be entitled to one (1) complimentary room night for every fifty (50) revenue-generating room nights occupied on a cumulative basis.

## **COMMISSION**

The group room rates listed above are net non-commissionable. California, Nevada, Hawaii District of Kiwanis International will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

## **REBATE**

The group room rates listed above includes a **\$10.00** rebate on all utilized contracted room nights payable to:

### **California, Nevada, Hawaii District of Kiwanis International**

Attention:

Address:

City, State, Postal Code:

Phone:

Email:

Pick-up numbers are to be submitted to California, Nevada, Hawaii District of Kiwanis International by the hotel within 48 hours after group's departure. Rebates will be paid within 45 (forty-five) calendar days after group's departure to California, Nevada, Hawaii District of Kiwanis International. No rebate will be paid for staff or discounted rooms.

Hotel will collect the amount, provided the Hotel has approved the method in which California, Nevada, Hawaii District of Kiwanis International has advised each of its attendees that they will be billed this charge, and provided that Hotel approves the content of the disclosure. All receipts for such charges will be paid to California, Nevada, Hawaii District of Kiwanis International upon receipt by Hotel of payment for the Master Account. Additionally, California, Nevada, Hawaii District of Kiwanis International acknowledges that the requested charge will be shown as an additional charge on the folio and not included with the room rate. Any attendee who refuses at checkout to pay the charge shall not be charged such amount. Hotel will provide a list of those individuals who refuse to pay such a charge.

## **ROOMS ATTRITION**

Hotel is relying upon California, Nevada, Hawaii District of Kiwanis International's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. California, Nevada, Hawaii District of Kiwanis International agrees that a loss will be incurred by Hotel if California, Nevada, Hawaii District of Kiwanis International's actual usage is less than eighty percent (80%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to California,

Nevada, Hawaii District of Kiwanis International's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

#### **METHOD OF RESERVATIONS**

The San Ramon Marriott is pleased to offer the use of our online group reservations system powered by Passkey. A room list is to be provided by the meeting planner or designate, by the cutoff date of **Thursday, March 12, 2020** in the San Ramon Marriott room list format for automatic upload into Passkey. The planner will be given access to make, modify or cancel reservations after the first list is uploaded and/or the San Ramon Marriott will publish a website for attendees to access to manage their modifications or changes themselves. Reservations must be made on or before the cutoff date of **Thursday, March 12, 2020** in order to be eligible for the group rate. Any reservations made after the Cutoff Date shall be at the Hotels then current available rate.

#### **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by California, Nevada, Hawaii District of Kiwanis International. Hotel will not hold any reservations unless secured by one of the above methods.

#### **CUT-OFF DATE**

Reservations by attendees must be received on or before **Thursday, March 12, 2020**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the California, Nevada, Hawaii District of Kiwanis International group rate after this date.

#### **NO ROOM TRANSFER BY GUEST**

California, Nevada, Hawaii District of Kiwanis International agrees that neither California, Nevada, Hawaii District of Kiwanis International nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with California, Nevada, Hawaii District of Kiwanis International reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

#### **BILLING ARRANGEMENTS**

The following billing arrangements apply: **VIP's and Staff rooms – Room and Tax to Master Account, Incidental by each Individual. Attendees will be responsible for own Room, Tax, and Incidentals.**

#### **MASTER ACCOUNT**

Hotel must be notified in writing at least **7 days** prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

#### **METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of California, Nevada, Hawaii District of Kiwanis International's credit. If credit is approved, the outstanding balance of California, Nevada, Hawaii District of Kiwanis International Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

California, Nevada, Hawaii District of Kiwanis International will raise any disputed charge(s) within **10 days** after receipt of the invoice. The Hotel will work with California, Nevada, Hawaii District of Kiwanis International in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of 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.

California, Nevada, Hawaii District of Kiwanis International has indicated that it has elected to use the following form of payment:

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

California, Nevada, Hawaii District of Kiwanis International may not change this form of payment.

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

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by California, Nevada, Hawaii District of Kiwanis International, 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	PPL	Function Space
4/2/2020	Thu	1:00 PM	11:59 PM	Convention Office 24 hours	Hollow Square	8	San Ramon Boardroom
		3:00 PM	6:00 PM	Pre-Con Meeting	Hollow Square	20	Salon 1
		6:00 PM	10:00 PM	Board Training	Hollow Square	20	Salon 1
4/3/2020	Fri	12:00 AM	11:59 PM	Convention Office 24 hours	Hollow Square	8	San Ramon Boardroom
		8:30 AM	11:30 AM	Board Meeting	Schoolroom	40	Salon 2
		8:30 AM	12:00 PM	Board Training	Hollow Square	20	Salon 1
		3:00 PM	7:00 PM	Convention Registration	Registration	12	Bishop Ranch Foyer
		5:00 PM	5:45 PM	Opening Session Rehearsal	Theater	500	Salons D-H
		5:15 PM	5:45 PM	SAA Meeting	Theater	100	Pleasanton/Danville
		6:00 PM	9:00 PM	1st General Session	Theater	500	Salons D-H
		9:30 PM	10:20 PM	Crystal, Jet & Ruby	Theater	100	Pleasanton/Danville
		9:30 PM	10:20 PM	Diamond & Emerald	Theater	150	Salon 1
		9:30 PM	10:20 PM	Goldstone & Sapphire	Theater	75	Salon 2
		9:30 PM	10:20 PM	Workshop	Theater	200	Salons A-C
		9:30 PM	12:30 AM	Awards Judging	Schoolroom	18	Tri Valley 1
		9:30 PM	12:30 AM	Talent Screening	Theater	500	Salons D-H
10:30 PM	11:45 PM	Caucuses	Theater	200	Salons A-C		
10:30 PM	11:45 PM	Caucuses	Theater	100	Pleasanton/Danville		

Date	Day	Start Time	End Time	Function Type	Set-Up	PPL	Function Space
4/4/2020	Sat	12:00 AM	12:45 AM	Caucuses	Theater	200	Salons A-C
		12:00 AM	11:59 PM	Convention Office	Hollow Square	8	San Ramon Boardroom
		8:00 AM	5:00 PM	Convention Registration	Registration	12	Bishop Ranch Foyer
		9:30 AM	10:10 AM	All Hands On Deck	Theater	75	Salon B
		9:30 AM	10:10 AM	Land Ho Next Stop Trivia Island	Theater	50	Salon C
		9:30 AM	10:10 AM	Dream Catchers	Schoolroom	100	Salon A
		9:30 AM	10:10 AM	Fishing for your Soul Mate	Theater	75	Salon 2
		9:30 AM	11:00 AM	Lei-T's Make Adventures	Schoolroom	100	Pleasanton/Danville
		9:30 AM	5:30 PM	Dougie with Doug	Special	150	Salon 1
		10:20 AM	11:00 AM	Leading the Pack	Theater	75	Salon B
		10:20 AM	11:00 AM	Trekking With Treasurers	Theater	50	Salon C

		10:20 AM	11:00 AM	Soaring with Secretaries	Theater	75	Salon 2
		10:20 AM	5:30 PM	Yo Ho Ho A KIWIN'S Life for Me	Theater	40	Tri Valley 2
		10:20 AM	5:30 PM	TBA Workshop	Schoolroom	18	Tri Valley 1
		11:15 AM	1:45 PM	General Session	Rounds of 10	500	Salons D-H
		1:30 PM	2:10 PM	Circle K Clubhouse	Theater	75	Salon 2
		1:30 PM	2:10 PM	Stop Hunger Now	Theater	100	Pleasanton/Danville
		1:30 PM	3:00 PM	House of Delegates	Theater	100	Salons A-C
		2:20 PM	5:30 PM	Oratory Contest TBA	Theater	100	Pleasanton/Danville
		5:00 PM	6:00 PM	Awards Session Rehearsal	Rounds of 10	510	Salons D-H
		6:00 PM	11:00 PM		Special	110	Salon 1
		2:00 PM	2:50 PM	Workshop #4	Theater	75	
		2:00 PM	4:50 PM	Workshop #3	Theater	150	
		4:00 PM	4:50 PM	Advisor's Ice Cream Social	Lounge	60	
		6:15 PM	9:00 PM	Awards Dinner	Rounds of 10	510	Salons D-H
		6:00 PM	7:00 PM	Doors Open		490	
		9:30 PM	11:00 PM	Advisors Ice Cream Social	Lounge	1	Salon 2
		10:00 PM	12:30 AM	Governor's Ball	Special	510	Salons D-H
4/5/2020	Sun	12:00 AM	5:00 PM	Office	Hollow Square	8	San Ramon Boardroom
		8:30 AM	11:00 AM	Brunch	Rounds of 10	500	Salons D-H
		9:00 AM	6:00 PM	Meeting	Conference	10	Tri Valley 1
		12:00 PM	2:00 PM	Board Reception	U-Shape	30	Salon 1

#### **F&B HOUSE CHARGE**

A 25% F&B House Charge, plus applicable taxes (currently 8.25%), is applied to all buffet and plated services, beverage and hosted bar services, reception service and coffee breaks and all meeting room rental with food and/or beverage services in the room. *The F&B House Charge is used to offset the costs of utilities and equipment, and other non-labor expenses. This F&B House Charge is not a tip or gratuity for services provided by employees and is not distributed to employees.* Banquet personnel are not customarily tipped, so tips are not expected.

#### **DAMAGE TO FUNCTION SPACE**

California, Nevada, Hawaii District of Kiwanis International agrees to pay for any damage to the function space that occurs while California, Nevada, Hawaii District of Kiwanis International is using it. California, Nevada, Hawaii District of Kiwanis International will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than California, Nevada, Hawaii District of Kiwanis International and its attendees.

#### **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.

#### **AUDIO/VISUAL**

PSAV® is the exclusive audio visual provider for the San Ramon Marriott Hotel. They are located on premises to assist with all your audio visual requirements. PSAV® features highly trained technicians and the most current state of the art equipment available to insure the success of your presentation. A full AV price list is available.

#### **AV HOUSE CHARGE**

A 25% AV House Charge, plus applicable taxes (currently 8.25%), are applied to AV services (fees are subject to change). *The AV House Charge is used to offset the costs of utilities and equipment, and other non-labor expenses. This AV House Charge is not a tip or gratuity for services provided by employees and is not distributed to personnel.* AV personnel are not customarily tipped, so tips are not expected.

## **TECHNICAL SERVICES**

Hotel will provide a permanent public address system in each of the major meeting rooms. PSAV® is Hotel's exclusive provider for all audio & visual needs. A fixed daily technical assistance fee of \$650.00 will be charged on Friday and Saturday if California, Nevada, Hawaii District of Kiwanis International selects an alternate audio-visual provider.

## **MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

California, Nevada, Hawaii District of Kiwanis International agrees that it will provide a minimum food and beverage revenue of **\$40,000.00** (exclusive of applicable service charges and taxes) as part of the Event. If California, Nevada, Hawaii District of Kiwanis International provides less food and beverage revenue, it agrees to pay Hotel 35% of the shortage, plus applicable taxes. In addition, if any food and beverage event is cancelled within 72 hours of its scheduled starting time, California, Nevada, Hawaii District of Kiwanis International agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 72 hours.

### **Meal Package For Cal-Nev-Ha District of Kiwanis International**

#### **Breakfast (\$27.00 inclusive)**

Egg Sandwich or Breakfast Burrito  
Assorted Breakfast Breads, Muffins, Danish, Bagels with Cream Cheese,  
Butter, Margarine, Honey and Fruit Preserves  
Fresh Orange Juice  
Fresh Cubed Fruit and Seasonal Berries  
Coffee, Decaf, Tea, Iced Tea, and Hot Chocolate

#### **Friday Lunch (\$39.00 inclusive)**

Tortilla Soup  
Rio Caesar Salad  
Hearts of Romaine Lettuce, Roasted Pumpkin Seeds, Fried Corn Tortillas and Cilantro Caesar Dressing  
Fajitas  
Sliced Marinated Grilled Chicken or Beef with Sauteed Peppers and Onions, Warm Soft Flour Tortillas, Sour  
Cream, Guacamole and Salsa  
Cheese Enchiladas  
Mexican Style Rice  
Grilled Corn on the Cob  
Churros  
Coffee, Decaf, Tea, Iced Tea, and Milk

#### **Dinner (\$49.00 inclusive)**

Assorted Rolls, Breads, and Butter  
Pre-Set Salads  
Caesar Salad  
Hearts of Romaine, House Caesar Dressing, Toasted Croutons or Appropriate Condiments  
Basil Crusted Chicken  
Basil Crusted Chicken with Oven Roasted Tomato  
Chef's Selection of Dessert  
Coffee, Decaf, Tea, Iced Tea, and Milk

#### **Snack Break (\$15.50 inclusive)**

Assortment of Cookies or Brownies  
Soda, Water, Coffee, Decaf, Tea

## **CANCELLATION**

California, Nevada, Hawaii District of Kiwanis International acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of California, Nevada, Hawaii District of Kiwanis International's obligation to Hotel and Hotel would be harmed. Because

Hotel's harm (and California, Nevada, Hawaii District of Kiwanis International's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, California, Nevada, Hawaii District of Kiwanis International agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

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

California, Nevada, Hawaii District of Kiwanis International therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

<b>Date of Cancellation</b>	<b>Total Amount of Liquidated Damages Due</b>
Date of Agreement to June 30, 2018	\$20,482.20 (10% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue)
From July 1, 2018 to December 31, 2018	\$27,205.50 (25% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue)
From January 1, 2019 to June 30, 2019	\$38,411.00 (50% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue)
From July 1, 2019 to December 31, 2019	\$49,616.50 (75% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue)
From January 1, 2020 to Arrival Date	\$72,822.00 (100% of Total Room Revenue* + 70% of the Minimum Banquet Food and Beverage Revenue)

\* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by Account's average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that California, Nevada, Hawaii District of Kiwanis International timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from California, Nevada, Hawaii District of Kiwanis International relating to the Cancellation.

**IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, 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.

**COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and California, Nevada, Hawaii District of Kiwanis International agree to cooperate with each other to ensure compliance with such laws.

**CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

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

**LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.



## LIQUOR LICENSE

California, Nevada, Hawaii District of Kiwanis International understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

## PARKING RATES

The current published parking rates for daily function parking and overnight guests are as follows:

### Self-Parking

0-1/2 hour	Complimentary
1/2-3 hours	\$4.00
3-5 hours	\$8.00
5-24 hours	\$12.00 (maximum per day)
Registered Overnight	\$12.00 per car per day

### Valet Parking

0 – 2 hours	\$6.00
2 – 5 hours	\$12.00
5 – 24 hours	\$18.00
Registered Overnight	\$18.00 per car per day

\*Hosted parking is also available; please inquire with Hotel's Event Management Department. Rates are subject to change.

## COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

## IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, 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 California, Nevada, Hawaii District of Kiwanis International's needs. If such special setups or extraordinary formats are requested, Hotel will present California, Nevada, Hawaii District of Kiwanis International two (2) alternatives: (1) charging California, Nevada, Hawaii District of Kiwanis International the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **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 California, Nevada, Hawaii District of Kiwanis International 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.

### **USE OF OUTSIDE VENDORS**

If California, Nevada, Hawaii District of Kiwanis International wishes to hire outside vendors to provide any goods or services at Hotel during the Event, California, Nevada, Hawaii District of Kiwanis International must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to California, Nevada, Hawaii District of Kiwanis International, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

### **PERFORMANCE LICENSES**

California, Nevada, Hawaii District of Kiwanis International 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 California, Nevada, Hawaii District of Kiwanis International may use or request to be used at the Hotel.

### **MUTUAL 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.

### **REWARDS PROGRAM – QUALIFIED FOR REWARDING EVENTS**

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and California, Nevada, Hawaii District of Kiwanis International has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

The Rewarding Events program is only available to qualified Marriott Rewards Program members. Rewarding Events **is not** available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or non-U.S. SOE.

In addition, Rewarding Events is available only if California, Nevada, Hawaii District of Kiwanis International's own policies permit the Member identified below to receive Rewarding Events points or airline miles for the Event.

The number of Points or airline miles 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 [marriottrewards.com](http://marriottrewards.com), and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The Member identified below to receive either Points or airline miles may not be changed without such Member's prior written consent. By inserting the airline mileage account information, the Member elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

GROUP MUST CHECK **ONE** OPTION BELOW:

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) certifies that she/he is qualified to participate in the Rewarding Events program for the Event.

Member Name \_\_\_\_\_  
Marriott Rewards Program Member Number 637045840

\*If airline miles are desired instead of Rewarding Events Points, please also provide:

Frequent flier airline miles account number \_\_\_\_\_  
Airline Name \_\_\_\_\_

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not qualified to receive Rewarding Events Points or airline miles, and hereby waives the right to receive an award of Points or airline miles in connection with the Event.

**ACCEPTANCE**

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

Upon signature by both parties, California, Nevada, Hawaii District of Kiwanis International and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by California, Nevada, Hawaii District of Kiwanis International.

Name: (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

Title: (Print) \_\_\_\_\_ Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: (Print) Trevor Anthony Signature: \_\_\_\_\_

Title: (Print) Senior Sales Manager Date: \_\_\_\_\_