

CONTRACT DATE: Date

CONTRACT AGREEMENT TO ACCOMMODATE

2022 Annual Meeting

for

**Association Name
2022 Annual Meeting
November 8-13, 2022**

with

**Hotel Name - Overflow
Hotel Address**

Client Contact:

Hotel Sales Contact:

AGREEMENT

The Association Name (herein referred to as “ASSOCIATION ACRONYM” or “Group”) and the Hotel Name (herein referred to as “Hotel”) hereby enter into this Group Booking Agreement (“Agreement”). ASSOCIATION ACRONYM and Hotel agree as follows:

1. 2022 GUEST ACCOMMODATIONS BLOCK AND TERMS

A. The following room block at the Hotel Name located at located at Hotel Address has been reserved for ASSOCIATION ACRONYM, in connection with the ASSOCIATION ACRONYM 2022 Annual Meeting (the “Meeting”), for the following Dates:

Day	Mon	Tue	Wed	Thu	Fri	Sat	Sun	TOTAL
Date								BLOCK
Standard Traditional King Rooms								
Standard Traditional Double/Double Rooms								
1-Bedroom Luxury Suite								
1-Bedroom Suite								
King Bedroom Staff Traditional Rooms								
Student Double/Double Traditional Rooms								
ASSOCIATION ACRONYM 3rd Party King Traditional Room								
Total Room Block								

There are XX total room nights being contracted.

Included in the above guestroom block are all special concession room type rooms and accommodations. Within the room block noted above there are suite accommodations, ADA Rooms, and staff rooms.

B. Within the above noted room block there are three (3) ADA rooms based on the following breakdown:

- two (2) Queen/Queen accessible room with accessible tub and grab bars.
- One (1) King Room with roll-in shower.

C. **ATTRITION/PERFORMANCE:** It is agreed there is no attrition or minimum room night guarantee associated with this contract.

2. CUT-OFF DATE

All individual reservations and/or rooming lists must be received at the Hotel on or before the cut-off date of **Thursday, October 20, 2022**, and the Hotel will continue taking reservations after this date based on availability only, as determined by the hotel. All reservations must be guaranteed for late arrival with a credit card accompanied by the registrant’s complete address information along with an e-mail address. The credit card information will be used for guarantee purposes and will be charged 72 hours prior to arrival. Reservations will not be charged provided individuals cancel their guestrooms at least 72 hours prior to arrival and receive a valid cancellation number.

3. CHECK-IN/CHECK OUT

Check-in time is 3:00 pm and check-out time is 12:00 pm. If ASSOCIATION ACRONYM anticipates a large number of early arrivals, or if attendees are in meetings past 12:00 pm on check-out day, advance arrangements for appropriate baggage hold will be made with the Hotel Convention Service Department. Hotel will honor late check-out requests based on availability and hotel’s forecasted occupancy for the evening of Sunday, November 13, 2022.

4. 2022 GROUP SLEEPING ROOM RATES

Based upon Association Name’s total program requirements as outlined in this agreement, the Hotel guarantees and confirmed the following November 2022 group rates:

2022 CONFIRMED RATES:

Room Type	Single	Double	Triple	Quad
Traditional King Rooms				
Traditional Double/Double Rooms				
Deluxe City View				
Premium City View				
Premium Water View				
Grand View				
1-Bedroom Luxury Suite (one)				
1-Bedroom Suite (two)				
King Bedroom Staff Rooms, Traditional				
Student Double/Double Rooms, Traditional				
ASSOCIATION ACRONYM 3rd Party King Room, Traditional				

The accommodations noted in section #1 of this agreement are Traditional Rooms unless otherwise indicated and will be confirmed at the Traditional Rate of \$235.00 unless otherwise provided as special concessions per section #20 below. If an individual attendee chooses to upgrade their views prior to arrival, then the above rates will apply. Under no circumstances will attendees be quoted a higher category rate unless the individual specifically requests a specific view type as noted herein. The Hotel will charge the Traditional rate of \$235.00 for attendee Traditional Rooms unless the individual attendee specifically requests a higher category room type.

Applicable taxes will be added to the guestrooms rates (currently 15.6% plus a \$2.00 per night Tourism Assessment Fee.)

The room rate quoted above shall encompass all charges, rebate, commission, housing fees, and daily fees for guest room amenities that the ASSOCIATION ACRONYM attendees will utilize at the Hotel, including but not limited to in-room coffee/tea and in-room safes, complimentary health club access, complimentary in-room high-speed and wireless Internet access, up to 3 Mbs. The Hotel shall impose no charges or fees upon ASSOCIATION ACRONYM's guests that are not expressly set forth in this Agreement without ASSOCIATION ACRONYM's prior written consent. Exceptions would be for services rendered including business center, telephone charges, and room deliveries. There are no additional resort or surcharge fees tacked on to the confirmed group quoted rates.

5. LOWEST CONFIRMED PUBLISHED RATES OVER MEETING DATES

The hotel agrees that the ASSOCIATION ACRONYM confirmed group room rates shall not be greater than the lowest published individual guestroom rate offered to any guests of the hotel over the dates of November 9-12, 2022. In addition, the hotel agrees to not offer any published, special promotional weekend, holiday, or other reduced rate programs that offer rates lower than ASSOCIATION ACRONYM's lowest confirmed group rate, unless the group's actual guest room pick-up is less than 80% of the agreed upon room block as of the cut-off date, or as otherwise agreed to by both parties. This includes but is not limited to the hotels reservation system, company web site or any internet web sites.

This section does NOT apply to government rates, corporate volume accounts, local corporate accounts, corporate leisure programs, airline crew rooms, local catering events, employee rate programs, or series or wholesale leisure rate programs, or any other previously negotiated agreements. The hotel will make its best efforts to ensure any rate offering from outside booking channels over the main conference dates noted are at higher rates than the ASSOCIATION ACRONYM confirmed group rates.

In the event the hotel confirms a rate to any individual over the convention dates of between and including MEETING DATES lower than the ASSOCIATION ACRONYM confirmed group rate, then the Hotel agrees to immediately remove the lower rate from all distribution channels. In the event that the Hotel does not remove the lower rate offering within 24 business hours of written notification then the lower rate will be extended to each ASSOCIATION ACRONYM attendee for their stay.

Additionally and separate from the above the Hotel will not knowingly release or allocate any guestrooms to entities that pirate or directly solicit the convention attendees or exhibitor groups being contracted. In such an instance where the unfortunate situation should occur and the Hotel is made aware of it, then the Hotel and ASSOCIATION ACRONYM will work cooperatively to remedy the situation.

Hotel acknowledges and agrees that the American Automobile Association (the other "ASSOCIATION ACRONYM") rates will be offered at a higher rate than the Association Name's group rates for the dates of MEETING DATES.

6. RATE INFORMATION AND COMMISSION AND REBATE

These rates are quoted on a per night basis, commissionable and subject to the appropriate state and local taxes currently 15.6% plus \$2.00 per night Tourism Assessment Fee.

The group rates on all revenue occupied rooms are commissionable at ten percent (10%) to Third Party Sourcing (commission shall be paid on the rate after the \$10.00 rebate has been deducted off). The commission is not transferable and not cancellable. Commission will be paid after the Hotel has received payment for the guest rooms being reserved at the Hotel. Hotel will pay commission to Third Party Sourcing on the actualized room revenue within thirty (30) days of group's departure from hotel. The agreed upon commission is 10%, payable to Conference Direct, PO Box 69777, Los Angeles, CA 90069, Phone: (323) 655-3848 and Federal Tax ID # - 95-4703518 and IATA # - 05759946.

All revenue occupied rooms coded to the ASSOCIATION ACRONYM group block (excluding the staff and student rated rooms) also include a ten-dollar (\$10.00) rebate payable to the Association Name to offset the convention center costs. This rebate will not be paid until the master bill has been paid in full to the Hotel. Rebate checks should be sent to Director of Meetings, Association Name, Association Address.

7. DISCLOSURE OF THIRD PARTY PAYMENTS

The Association Name agrees that it takes full responsibility for determining whether further disclosure of the commission is required and for printing or publishing such disclosure if it is required.

8. EARLY DEPARTURE FEE

In the event a guest who has requested a room within the group block departs the Hotel prior to guest's reserved check-out date, the Hotel will add an early check-out fee of **one night room and tax** to that guest's (or group of guests) individual account. Guests wishing to avoid an early check-out fee should advise the Hotel either at or before check-in of any change in planned length of stay. The Hotel will inform members of the 2022 Annual Meeting of this potential charge and requests that the Group also inform attendees of this obligation.

9. SLEEPING ROOM RATE AVAILABILITY

The above Meeting rates will apply three (3) days prior and three (3) days after the Meeting dates. The Hotel will provide rooms to Meeting attendees during such periods, subject to availability as determined by the Hotel, at the above listed rates.

10. RESERVATIONS – THIRD PARTY HOUSING BUREAU

Convention Housing will be handled through ASSOCIATION ACRONYM's designated and appointed third party Housing Bureau.

It is agreed there will be no additional cost to ASSOCIATION ACRONYM or their attendees for use of the housing service; and the Hotel will pay ASSOCIATION ACRONYM's designated third party Housing partner for any housing fees independent of any other obligations due within this contract. It is agreed that there will be no additional cost to ASSOCIATION ACRONYM or their attendees for this reservation/housing service; and any reservation transaction fees, up to a maximum of \$22.00 per reservation, shall be paid directly from the Hotel to ASSOCIATION ACRONYM's officially designated 2022 housing provider. The agreed upon and independent housing fee is guaranteed to be no more than twenty-two dollars (\$22.00) for each reservation transferred to the Hotel from the Housing Bureau. This is a one-time fee for each reservation and no a per night fee. Under no circumstances will the Hotel request ASSOCIATION ACRONYM or their members to pay any additional housing fee for the housing services provided.

The room block and reservations procedure(s) will be loaded into Hotel's central reservation and/or property management system. No individual reservations will be accepted through any other source other than that designated by ASSOCIATION ACRONYM. The Hotel further agrees to run all rooms associated with the ASSOCIATION ACRONYM room block through the Housing Bureau up until the cut-off date established. This includes all suites, staff rooms, and specialty rooms so that ASSOCIATION ACRONYM can maintain only one centralized guestroom source.

Upon request, Hotel agrees to send an e-mail or fax or mail a confirmation of reservations and/or reservation changes to the registered guests within three (3) days of receipt of such information at no charge to ASSOCIATION ACRONYM or their attendees.

The credit card used to guarantee the room reservation by individual meeting attendees will not be charged provided the room is cancelled seventy-two (72) business hours or more prior to the individual's reserved arrival date or if the room has been resold.

The Hotel agrees to accept no reservations, changes or cancellations directly from any individuals for any reservations until after the cut-off date and after all parties agree to start directing individual calls to the hotel. The room block and reservations procedure(s) will be loaded into Hotel's central reservation and/or property management system. No individual reservations will be accepted through any source other than that designated by ASSOCIATION ACRONYM.

If the Hotel is able to receive an automatic download from ASSOCIATION ACRONYM's third party housing provider directly into the property's in-house property management system, then the download date and time will need to be setup directly between the third party housing provider and the Hotel independent of ASSOCIATION ACRONYM.

11. NO-SHOW POLICY

For any no-show that was charged for and collected on, the hotel will count each dollar amount collected for each no-show towards any computations for figuring the ASSOCIATION ACRONYM room pick-up.

12. CONFIRMATIONS

The Hotel agrees to e-mail out within three (3) business days of receipt of processing a reservation confirmation from the Hotel to include the hotel name and address, the confirmation number, the arrival and departure date, and the confirmed group rate. A valid e-mail address must be provided to the Hotel otherwise no confirmation will be sent.

13. ROOMS IN EXCESS OF BLOCK

In the event that additional shoulder night guestrooms are required in excess of the ASSOCIATION ACRONYM guestroom block, as outlined on page 2 of this agreement, the hotel shall continue to accept reservations, at the confirmed group rate, based on guestroom availability as determined by the hotel in order to achieve the peak night room pick-up. Such guestrooms shall accrue to the ASSOCIATION ACRONYM room block, and will be credited to ASSOCIATION ACRONYM for record keeping purposes used to determine complimentary rooms, commissions, rebates, and/or any other areas of this agreement affected by ASSOCIATION ACRONYM's guestroom pick-up.

14. SUBSTITUTION OF NAMES

The hotel agrees to allow ASSOCIATION ACRONYM to substitute names for guest rooms at ASSOCIATION ACRONYM's confirmed rates for like rooms with the same arrival and departure dates. The hotel agrees to credit the equivalent number of room nights derived from these rooms to ASSOCIATION ACRONYM's total room block for record keeping purposes in determining complimentary rooms and/or any other areas of this agreement affected by ASSOCIATION ACRONYM's room pick-up.

15. ROOM BLOCK AUDIT

- The hotel agrees they will allow a complimentary audit of the hotel's guest list with the association's list of registered attendees. If requested a representative of ASSOCIATION ACRONYM or Third Party Sourcing will conduct the audit with a designated Hotel Representative.
- ASSOCIATION ACRONYM also agrees to work with the Hotel's automated/computerized audit system reservation cross-check, and will provide the hotel with an excel sheet in soft copy for this audit. It is agreed, however, that upon request an additional manual check will be done against the in-house list if requested by the Group.
- Any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, will be credited to Group's final pickup. This will include any rooms identified as part of the ASSOCIATION ACRONYM within the Hotel.
- If names are found on the Group's registration list and on the Hotel's in-house list that are not coded to the group, they shall be credited to the Group hotel pickup (regardless of room rate). This credit may increase the Group pick-up as well as possibly increasing the complimentary credits earned.
- All rooms identified shall accrue to the ASSOCIATION ACRONYM room block and will be credited to ASSOCIATION ACRONYM for record-keeping purposes used to determine attrition, complimentary allotment, and/or any other areas of this agreement affected by ASSOCIATION ACRONYM guestroom pick-up.
- Any miscoded room identified will also be commissionable to Third Party Sourcing unless the individual reservation booking was made by another commissionable party or agency.

16. REPORTS OF CONVENTION

Hotel agrees to provide group a full report of convention that will include the detailed information on the final room pick-up, cancellation and no-show percentages, the number of sleeping rooms used in each category (singles, doubles, triples, quads, suites, etc.), regardless of the rates paid. This report will be provided to Group within 30 days of departure. Failure by hotel to provide this information within 30 days will delay master bill payment.

17. RESPONSIBILITY FOR CHARGES

Individuals (with the exception of those designated by ASSOCIATION ACRONYM) are responsible for their own room, tax and incidental charges upon departure. ASSOCIATION ACRONYM will provide a list of names to the hotel no later than two weeks prior to arrival (no later than October 24, 2022), indicating which nights the organization will be covering room and tax.

Group is responsible for approved master account charges only.

18. DISHONORED RESERVATION/ WALKING A GUEST WITH A CONFIRMED RESERVATION

If Hotel is unable to provide a sleeping room to a Group member holding a confirmed reservation, Hotel will provide the following to each attendee not accommodated at the Hotel:

- Provide the ASSOCIATION ACRONYM attendee with two courtesy complimentary five-minute maximum long distance phone calls.
- Provide the ASSOCIATION ACRONYM attendee(s) with complimentary comparable accommodations at a neighboring hotel of equivalent quality each night the attendee(s) is denied lodging at the hotel, consistent with their reservation. Additionally, the hotel will give first priority to the displaced guest to return to the hotel as soon as accommodations become available.
- Provide transportation to and from the meeting and any related ASSOCIATION ACRONYM functions for as long as the attendee(s) is denied lodging at the hotel, consistent with their reservation.
- Place an apology letter and an amenity in the attendee's room upon their return to the hotel.
- Prior to any guest being walked, the Hotel agrees to alert ASSOCIATION ACRONYM or their appointed Agent of Record that a potential walk situation may occur.
- Communicate immediately and then provide a written report to ASSOCIATION ACRONYM regarding any ASSOCIATION ACRONYM guest walked.
- Provide credit for record keeping purposes used in determining complimentary rooms and/or any areas of this agreement affected by ASSOCIATION ACRONYM's room pick-up. The hotel agrees to credit an equivalent number of room nights to ASSOCIATION ACRONYM's total guestroom usage for any attendee who was walked or relocated by the hotel. The credit will be for only those nights that the hotel was not able to accommodate the ASSOCIATION ACRONYM attendee.

Notwithstanding the above, the Hotel shall honor confirmed room reservations of all individuals listed on ASSOCIATION ACRONYM's staff and VIP room list. The Hotel shall not relocate these individuals to any other hotel without consulting first with ASSOCIATION ACRONYM or their appointed Agent of Record to establish which attendees will be relocated.

The Hotel's obligations in this section are in addition to, and do not release or waive, the Hotel's other obligations in this Agreement.

19. COMPLIMENTARY ROOMS POLICY AND SPECIAL CONCESSIONS

The Hotel shall provide ASSOCIATION ACRONYM with the following special concessions:

- a) One (1) complimentary 1-Bedroom Luxury Suite from Monday, 11/7/2022 through check-out on Monday, 11/14/2022.
- b) Two (2) upgrades at the confirmed 2022 group rate to 1-Bedroom Suites. One suite will be extended from Monday, 11/7/2022 through check-out on Monday, 11/14/2022. The second suite will be extended from Tuesday, 11/8/22 through check-out on Monday, 11/14/2022. ASSOCIATION ACRONYM may use their allocated staff rooms or earned comps towards these suite upgrades at a 1:1 ratio.
- c) Four (4) Premium Water View room upgrades at the Group rate for selected VIP's.
- d) 1 per 45 comp ratio on a cumulative night basis. Total number of revenue occupied room nights divided by 45 = the total number of complimentary room nights to be applied. Complimentary rooms must be utilized or they are forfeited and cannot be applied as a credit to the master account following the convention.
- e) Ten (10) special rated King Bed staff rooms at a confirmed staff rate of \$118.00 and based on the room block grid noted in section #1 of this agreement. Hotel agrees to provide a maximum of sixty (60) total staff rated rooms not to exceed ten on any given night. Staff rooms are commissionable but include no rebate.
- f) Five (5) special student double/double rooms at a confirmed staff rate of \$165.00 and based on the room block grid noted in section #1 of this agreement. Hotel agrees to provide a maximum of seventeen (17) total student rated rooms not to exceed five on any given night. Student rooms are commissionable but do not include the \$10.00 rebate.
- g) \$30.00 one-time charge for rollaway beds up to the hotel's current inventory to be placed into King bedrooms only. The Hotel does not permit rollaway beds in the Double/Double accommodations.
- h) Two (2) complimentary parking spaces per day for duration of the meeting/convention.
- i) Three (3) VIP Welcome Amenities for Key Vip's to consist of one bottle of house wine and a fruit and cheese tray or another comparable amenity as agreed upon by Group and Hotel. One (1) VIP welcome amenities for select VIP's – the amenity is to consist of one bottle of house wine with a fruit and cheese plate or another mutually agreeable amenity.
- j) No charge for us of two (2) easels throughout program for ASSOCIATION ACRONYM directional signage.
- k) Complimentary high-speed internet in all ASSOCIATION ACRONYM guestrooms, up to 3 mbs, throughout the meeting (no charge for use of the in-room high speed internet for the duration of all ASSOCIATION ACRONYM guests stay). It is agreed that ASSOCIATION ACRONYM attendees staying in the hotel will have complimentary access to the internet in all public areas (excluding meeting rooms) with their high speed internet access.
- l) One (1) hosted planning visit to hotel for maximum of three (3) rooms for two days each, subject to availability. Any additional guestrooms needed above the six (6) total complimentary room nights for planning visits will be made available at a discounted rate of \$118.00 and subject to the hotel's availability.
- m) No charge for use of hotel's fitness center.
- n) ASSOCIATION ACRONYM's third party representative(s) will receive, over and above any other concessions in this Agreement, one (1) king guestroom at the commissionable staff rate of \$118.00 for a maximum of seven (7) nights over the convention dates.
- o) Complimentary daily newspaper (Monday through Friday) for ASSOCIATION ACRONYM attendee's available in the Hotel lobby.
- p) Complimentary in-room coffee for all ASSOCIATION ACRONYM attendees.

20. IN GENERAL

For purposes of this Agreement, the word “complimentary” means free of charge.

Pending credit approval, the Hotel shall bill the ASSOCIATION ACRONYM master account only for expenses approved in writing by the ASSOCIATION ACRONYM Director of Meetings or appointed Meetings Manager or another pre-authorized ASSOCIATION ACRONYM designee.

21. AMERICANS WITH DISABILITIES ACT

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act (ADA) not otherwise allocated to the Group in this agreement, including: (i) the 'readily achievable' removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the 'readily achievable' removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

22. BILLING

Approximately fourteen (14) days prior to Meeting, and no later than October 24, 2022, the Hotel shall receive written communication from ASSOCIATION ACRONYM outlining any special billing arrangements that ASSOCIATION ACRONYM wishes to have in effect, including the name and address of the individual to whom the master account is to be billed.

Also included in ASSOCIATION ACRONYM's letter will be the names of those persons, if any, whose guest room accounts are to be billed to the master account and the name of the person or persons who have the authority to post charges to that account.

Pending approved credit, ASSOCIATION ACRONYM will not be required to place an advanced deposit with the hotel with the Hotel. If credit is not approved then ASSOCIATION ACRONYM and

Hotel will mutually agree on a deposit schedule commensurate with ASSOCIATION ACRONYM's approved credit.

Payments, in accordance with the master account, will be due to the Hotel within thirty (30) days of receipt of the undisputed bill by ASSOCIATION ACRONYM. For undisputed charges more than thirty (30) days past due, finance charges will be assessed on the outstanding balance of ASSOCIATION ACRONYM's account from month to month. Hotel may apply a monthly periodic finance charge rate of 1.5 percent, which corresponds to an annual percentage rate of eighteen percent (18%).

If requested by the hotel's credit department ASSOCIATION ACRONYM agrees to submit a credit application to the Hotel for advanced approval of direct billing. The Hotel agrees to notify ASSOCIATION ACRONYM no later than six months (6 months) prior to arrival on their approved credit status.

Hotel agrees to provide a detailed and an accurate account of all transactions. Back-up statements will be provided for all master bill items. If any items are overlooked or are being disputed, ASSOCIATION ACRONYM will pay all undisputed balances due within thirty (30) days of ASSOCIATION ACRONYM's receipt of the invoice. Finance charges shall not apply. The remaining balance will be paid when all items in question are resolved. The Hotel shall refund to ASSOCIATION ACRONYM any amounts in dispute in the custody of Hotel that are determined not to be owed by ASSOCIATION ACRONYM.

Hotel shall include appropriate written explanations and back-up data with the master account invoice.

23. CHARGES TO MASTER ACCOUNT/AUTHORIZED SIGNATURES

No additional charges will be incurred by ASSOCIATION ACRONYM for work performed or for services or items provided by Hotel unless Hotel shall have first given a quote for the work, services or item and obtained prior written permission from an authorized representatives of ASSOCIATION ACRONYM to have the work completed or services or item provided.

An Association Name authorized representative must approve in writing all charges posted to ASSOCIATION ACRONYM's master account before ASSOCIATION ACRONYM shall be billed for any such charges.

24. MEETING AND BANQUET FACILITIES

All meeting and function space being used for the 2022 ASSOCIATION ACRONYM Convention will be taking place at the Washington State Convention Center or the Sheraton Seattle Hotel.

There is no meeting or function space secured at the Hotel as part of this agreement.

25. FOOD & BEVERAGE

It is agreed there is no meeting or function space secured and in turn there is no food and beverage minimum associated with this contract.

26. OTHER FUNCTIONS

Upon request, the Hotel shall notify ASSOCIATION ACRONYM of any special events, concurrent/overlapping meetings or conferences or other attractions to be held in the Hotel during the 2022 Annual Meeting dates.

27. PARKING

The Hotel's 2022 parking rates are not yet established. The current 2016 parking charges are:

- a. Self-Parking – currently \$43.00 per day.
- b. Valet-Parking – currently \$57.00 maximum per day with unlimited in/out privileges

*Non Hotel guests are not guaranteed parking.

The hotel will guarantee parking charges as of May 7, 2022 (6 months prior to the official convention dates).

28. STRIKES AND LABOR DISPUTES

At the time of contracting ASSOCIATION ACRONYM acknowledges that the Hotel Name is a union Hotel. Regardless of the hotel's union status, should any strikes, labor disputes including all forms of picketing, lock-outs, or work stoppages occur within six (6) months of ASSOCIATION ACRONYM's scheduled 2022 meeting dates, through the date of ASSOCIATION ACRONYM's check-out, the hotel shall promptly notify ASSOCIATION ACRONYM's Director of Meetings and Agent of Record both verbally and in writing. If the dispute is not resolved to ASSOCIATION ACRONYM's satisfaction (meaning that both parties have resolved issues or have a reasonable published plan to avoid any lock-out, strike, work stoppage or picket) within fourteen (14) days of notification, ASSOCIATION ACRONYM will have the right to cancel without penalty or financial obligation. Should ASSOCIATION ACRONYM then elect to use the hotel facility after notification of a strike, labor dispute including all forms of picketing, lock-outs, or work stoppages, the hotel agrees that it will continue to operate with replacement workers in order to maintain a daily operating service staff during ASSOCIATION ACRONYM's Meeting dates, which is equal to or greater than the hotel's normal staffing levels for a similar size group. The normal staffing level shall be defined as actual staffing levels for other similar peak night groups held in the hotel over the past two-year period.

29. RENOVATION/CONSTRUCTION

The Hotel shall promptly notify the ASSOCIATION ACRONYM of any significant construction delays, renovations, floor plan changes, or repairs of the Hotel.

There has been no communication of any major renovation or remodeling of any facilities which will be utilized by ASSOCIATION ACRONYM pursuant to this contract, other than ordinary maintenance. In the event that after this contract is signed that the Hotel undergoes any major renovation, construction, or capital improvement project, outside of an emergency repair, the Hotel agrees to inform ASSOCIATION ACRONYM in writing within a reasonable amount of time of the following:

- a. Planned scope of project;

- b. Schedule for commencement and completion;
- c. Anticipated impact project for minimizing impact of project on group; and
- d. Hotel's plan for minimizing impact of project on group.

The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this agreement as may be necessary to reasonably accommodate both parties' interests.

The Hotel guarantees that any such construction or renovations will not materially interfere with Group's use of the Hotel or the ASSOCIATION ACRONYM attendee experience at the Hotel. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or construction and to enter into such amendments of this agreement as may be necessary to reasonably accommodate both parties' interests. However, if the parties cannot reach a resolution of the issues arising from notice of renovation or construction within 30 days of the Group receiving Notice of Renovation or Construction, the Event shall be cancelled and the dispute shall be submitted to arbitration in accordance with section #38 for a determination of whether the planned renovation or construction would have materially interfered with the Group's Event. In the event the arbitrator finds the planned renovation or construction would have materially interfered with the Group Event, the cancellation shall be deemed to be a Cancellation by Hotel as set forth in section #35. In the event the arbitrator finds the planned renovation or construction would not have materially interfered with the Group Event, the cancellation shall be deemed to be Cancellation by ASSOCIATION ACRONYM as set forth in section #34.

30. LAWS

The Hotel shall comply at all times and in all respects with all laws, regulations, and rules applicable to its business, property, operation and/or services.

31. COMPLIANCE WITH BUILDING, FIRE AND SAFETY CODES

The Hotel hereby agrees that the premises leased to the Client hereunder are, and will at all times during the term of this Lease be, in compliance with all applicable building, fire, and safety codes. The Hotel hereby agrees that it will defend, indemnify and hold and save Client harmless from and against any and all claims, demands, and actions, damages, loss, liabilities, expenses and judgments (including but not limited to attorneys' fees) recovered from or asserted against Client on account of any actual or alleged failure of Hotel to comply in any respect with the requirements of such building, fire, and safety codes.

32. EMERGENCIES

In the event that the hotel becomes aware of a medical or other emergency pertaining to a ASSOCIATION ACRONYM Convention attendee(s) who is (are) located in the hotel, then the hotel shall promptly notify ASSOCIATION ACRONYM's staff of the name of the attendee(s), the nature of the emergency, and the circumstances surrounding the action being taken by the hotel.

33. INSURANCE/LIABILITY/INDEMNIFICATION

The Hotel and ASSOCIATION ACRONYM each agree to carry adequate liability and other insurance protecting itself from any claims arising from any activities conducted at the Hotel during the dates of the ASSOCIATION ACRONYM Annual Meeting. Such insurance shall be in the amount of at least

one million dollars (\$1,000,000.00) per occurrence. The Hotel’s insurance shall include but not be limited to coverage for personal and bodily injury liability, property damage, automotive liability, liability for fire, liability for burglary and contractual liability.

Each of the parties hereto (as “Indemnifying Party”) shall protect, defend, indemnify and save harmless the other (as “Indemnified Party”), together with their affiliates and employees, against and from all claims, damages, losses, and expenses, including but not limited to attorneys’ fees and cost by reason of any suit, claim, demand, judgment or cause of action initiated by any person, arising or alleged to have arisen out of the negligent acts or omissions of an indemnifying party. In no event shall ASSOCIATION ACRONYM indemnify or hold harmless any party for, or be held responsible or liable for, the negligence or misconduct of the Hotel or its employees, contractors, representatives or agents.

Notwithstanding the foregoing, or any other provision of this Agreement, ASSOCIATION ACRONYM shall not be responsible for personal or property damage, injury or loss covered by, arising from or due to any action by the ASSOCIATION ACRONYM Annual Meeting attendees unless the action is specifically authorized by the ASSOCIATION ACRONYM. The parties acknowledge and agree that 2022 Annual Convention attendees, other than the ASSOCIATION ACRONYM staff and officers, are not representatives or agents of ASSOCIATION ACRONYM.

34. CANCELLATION CLAUSE

There shall be no right of cancellation by either the Hotel or ASSOCIATION ACRONYM without cause, or for the purpose of booking another group on ASSOCIATION ACRONYM’s dates, or for the purpose of holding the same meeting in another city or facility.

Should cancellation without cause or force majeure by ASSOCIATION ACRONYM occur, then ASSOCIATION ACRONYM will pay Hotel, as liquidated damages, not as a penalty, an amount based upon the following scale:

Time Period of Cancellation	Amount of Liquidated Damages Fee
Upon date of signature and confirmation to November 7, 2018	10% of the contracted room profits (\$21,470.40)
From November 8, 2018 to November 7, 2019	20% of the contracted room profits (\$42,940.80)
From November 8, 2019 to November 7, 2020	40% of the contracted room profits (\$85,881.60)
From November 8, 2020 to November 7, 2021	60% of contracted room profits (\$128,822.40)
From November 8, 2021 to May 7, 2022	80% of contracted room profits (\$171,763.20)
From May 8, 2022 to the contracted November 7-13, 2022 convention/meeting dates	100% of contracted room profits (\$214,704.00)

For purposes of calculating 100% of the contracted room profits it is agreed that the contracted room block multiplied by 75% of the lowest confirmed 2022 group single rate will be used. For this agreement the guaranteed the group rate of \$235.00 multiplied by 1,008 total room nights multiplied by 75% will be used (1008 X \$235.00 X 75%) = \$214,704.00.

The maximum amount of liability in the unlikely event of cancellation is \$214,704.00 (100% of contracted room profits)

Both parties specifically acknowledge and agree that the above-referenced liquidated damages represent a reasonable estimate of the damages the Hotel would suffer as a result of your cancellation and that these amounts do not constitute a penalty. In the unlikely event of cancellation, the liquidated damages due to the hotel would be payable within 30 days of the cancellation.

35. CANCELLATION BY HOTEL

If the Hotel cancels or terminates this Agreement except pursuant to force majeure, or does not, or is unable to, provide the property and facilities at the address as specified in this Agreement for the purposes of providing the sleeping rooms, meeting and function space, and related accommodations as specified in this Agreement, or attempts to or actually make any changes, reductions, or substitutions to any terms or conditions in this Agreement without the prior written consent of ASSOCIATION ACRONYM, Hotel shall be responsible and financially liable for any lost revenues and/or increased costs and any related costs and expenses incurred by ASSOCIATION ACRONYM or their Meeting attendees as a result of cancellation. Increased costs include but are not limited to the costs of having to select another hotel including increased costs of sleeping rooms and related accommodations; costs associated with meeting rooms and function space; cost associated with attendee transportation to/from convention center, materials, and related supplies and services (including set-up and labor charges); increased costs (including return of registration fees); rescheduling and arrangement costs, such as general marketing, public relations, program printing and attendee notification; and any other related additional costs and expense as determined by ASSOCIATION ACRONYM.

36. MITIGATION OF CANCELLATION

It is agreed the Hotel shall undertake all reasonable efforts to resell any unused or canceled rooms, and the Hotel will credit those revenues based on last rooms sold. Unused Group rooms will be the last guest rooms resold, thus guest rooms will be considered resold to the extent that Hotel is able to sell more guest rooms than it could have sold if Group had fully occupied its reserved block. For example, if ASSOCIATION ACRONYM does not use thirty (30) rooms in its block but only ten (10) rooms remain unsold in Hotel, the Cancellation Damages owed will be reduced by the single daily rate times twenty (20) against any performance clause fees, payments, cancellation fees, or liquidated damages fees. Hotel shall provide proof that rooms being held for ASSOCIATION ACRONYM's 2022 Convention or its attendees and guests remained unsold. ASSOCIATION ACRONYM shall not owe any fees, payments or damages if the Hotel meets or exceeds 98% occupancy, not including any rooms out of service for repair, for the dates of November 7-13, 2022. Additionally, ASSOCIATION ACRONYM shall receive full credit for the particular night if the Hotel meets or exceed 98% occupancy for the particular night. In the event that ASSOCIATION ACRONYM pays to the Hotel any cancellation fees, the Hotel shall issue a refund to ASSOCIATION ACRONYM for any night(s) due, and the Hotel shall not be entitled to and agrees not to seek any additional damages from ASSOCIATION ACRONYM.

The Hotel agrees to provide ASSOCIATION ACRONYM or their appointed Agent of Record a copy of the Hotel's city ledger or other daily occupancy reports noting occupancy, out of order rooms, and total available rooms for each date and day over the dates of November 7-14, 2022 that shall document the information necessary to audit and account for daily occupancy at the Hotel and to calculate and account for any credit due.

37. RIGHTS OF TERMINATION FOR CAUSE

ASSOCIATION ACRONYM reserves the right to terminate this Agreement without prejudice or penalty, by written notice to Hotel at any time prior to the meeting dates specified in this Agreement if any one of the following occurs:

A. Management changes, such as any of the following:

1. There is a change in Hotel name or franchise affiliation (different hotel name than Westin brand or Marriott). ASSOCIATION ACRONYM is advised that Marriott has acquired Starwood and that the management change to Marriott is not ground for termination.
2. Hotel is put under the control of a different management company, whether or not accompanied by a change in the property's name.

B. Financial changes, such as the following:

1. The foreclosure on all or any portion of the property and its related facilities by a bank, other lending institution, or financial investor.
2. There is a filing of a voluntary bankruptcy petition by or on behalf of the property and related facilities.
3. The appointment of a court-ordered trustee to manage the finances of the property and related facilities.
4. Creditors filing a petition for involuntary bankruptcy of the property.

38. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement or the breach thereof will be settled by arbitration by one arbitrator in accordance with the Commercial Rules of the American Arbitration Association. The arbitrator will have no authority to award punitive damages or any other damages not measured by the prevailing party's actual damages, or by the liquidated damages provided for herein, and may not, in any event, make any ruling, finding, or award that does not conform to the terms and the conditions of this Agreement. However, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. Each party bears its own expense regardless of the ruling. Arbitration hearing will be held in a place of mutual agreement between Hotel and Group.

39. FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war in the US, terrorism in the US, government regulations, disaster, (including but not limited to fire, flood, severe weather, and earthquake), civil disorder, curtailment of transportation facilities, any of which impacting of the thirty (30%) percent or more of the registered attendees to attend the Meeting, or other emergencies making it impracticable or illegal or impossible to provide the facilities or to hold the Meeting or that otherwise materially impacts either party's ability to perform under this agreement. This Agreement may be terminated without liability for any one or more of such reasons by written notice from one party to the other, except that the Hotel may not cancel or terminate this Agreement because of an employee strike or threat of strike without incurring liability to ASSOCIATION ACRONYM for damages resulting from the cancellation.

40. SPG/MARRIOTT REWARDS POINTS

Marriott Rewards points awarded through the Marriott Rewards Guest Program are available to qualified meeting planners for business contracted through the sales and catering departments of participating Marriott Hotels. Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program, are available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc. ASSOCIATION ACRONYM is advised of the eminent change in management affiliations from Starwood to Marriott and ASSOCIATION ACRONYM shall be entitled to any rewards points if applicable with the new hotel management company in place for the 2022 Annual Meeting.

The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. ASSOCIATION ACRONYM acknowledges that the individual designated for the 2022 Annual Meeting will be eligible to receive the points associated and awarded with the meeting. The authorized signature by signing this Agreement represents and warrants that the designated planner which will be announced prior to the start of the 2022 Annual Meeting is authorized to accept such points on behalf of the organization. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, the awards points will be awarded according to the Marriott Rewards Program Rules to the following:

Member Name Charity Organization	Marriott Rewards Number
To be Provided by ASSOCIATION ACRONYM prior to 2022 Annual Meeting Dates	To be provided by ASSOCIATION ACRONYM prior to the 2022 Annual Meeting dates

41. PEST CLAUSE

The Hotel warrants that it adheres to a strict pest infestation policy. Should pests be found in a guest room of a Group meeting attendee, the Hotel will immediately relocate the guest to another room at least five or more rooms away from the infested accommodation and preferably on a floor at least two floors away, and also provide the room for that night without charge in addition with offer to heat treat clothing and luggage. If no other rooms are available, the Hotel will follow the procedure specified in the Guest Relocation clause of this Agreement. Additionally, should the guest require medical treatment as a result of confirmed pest infestation at the Hotel, the Hotel agrees to cover all out of pocket health costs and associated with the treatment.

42. OTHER PROVISIONS

- A. This document constitutes the entire Agreement between the parties. No amendment, modification, or termination of any provision of this Agreement, unless otherwise provided for within this Agreement, shall be effective unless in writing and signed by both the Hotel and the ASSOCIATION ACRONYM designated parties.
- B. This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns, except that neither party may assign or transfer any of their rights under this Agreement or delegate any of their duties without the consent of the other party.

- C. The Hotel warrants that it has (or will have by the time of the meeting) fully functional hard-wired smoke detectors in each room and an automatic sprinkler system, and any other fire safety devices necessary to place the Hotel in full compliance with all federal, state and local laws, regulations, and ordinances (including, but not limited to, the Federal Hotel and Motel Fire Safety Act of 1990, Public Law 101-391).
- D. This Agreement shall be governed by and construed under the laws of the state of Washington. If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.
- E. Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

43. WARRANTIES

The person signing this agreement agrees that he/she has the authority to act for the Hotel, and the Hotel agrees that it has the right to make this Agreement and to promise and perform the services provided for in this Agreement. The person signing this Agreement for ASSOCIATION ACRONYM agrees that he/she has the authority to act for the Association Name, and ASSOCIATION ACRONYM agrees that it has the right to make this Agreement and to promise and perform its obligations in this Agreement.

44. NON DISCRIMINATION STATEMENT

Hotel acknowledges that its representation (including Hotel's subsidiary and affiliated corporations) is acting in conformance with the non-discrimination policy (as defined below) and that this policy is a material inducement to ASSOCIATION ACRONYM's selection of Hotel, and the Hotel hereby confirms its commitment and adherence to all laws concerning diversity in education, equal employment opportunity, and equal access to facilities, without regard to race, gender, national origin, sexual orientation, religion, age, handicap, disability, or other minority status. Hotel agrees to work with ASSOCIATION ACRONYM to ensure compliance with the non-discrimination policy with respect to any future event held at the Hotel after this contract is signed.

The hotels' non-discrimination policies are in accordance with the non-discrimination policies of the ASSOCIATION ACRONYM Association noted below:

It is the policy of ASSOCIATION ACRONYM not to discriminate or segregate on the grounds of race color, religion, national origin, sex, age, handicap or disability or sexual orientation. ASSOCIATION ACRONYM values diversity, advocates inclusive and equitable practices and engages its members in establishing a culture in higher education that welcomes, learns from and celebrates differences among people. ASSOCIATION ACRONYM recognizes that a commitment to diversity, equity, equality, and inclusion is essential to achieving excellence of the Association and its member institutions.

If, subsequent to the signing of this contract but before the actual event, Hotel, or the city, county, or state in which the event is scheduled to take place becomes subject to any boycott, or Hotel is adjudged by a court or administrative tribunal of a pattern and practice violation of the Civil Rights Laws of the United States or of the State in which the Hotel is located, or it is otherwise determined that by virtue of actions that constitute a pattern and practice the Hotel itself no longer supports the non-discrimination policy of ASSOCIATION ACRONYM, the effect of such boycott, adjudication or action on

ASSOCIATION ACRONYM and its membership will be subject to the provisions of the Impossibility/Force Majeure clause of this Agreement.

45. PROTECTION OF GUEST PRIVACY

Hotel understands and acknowledges that certain of its activities are subject to the Payment Card Industry Data Security Standards (PCI DSS) for the protection of cardholder data. The Hotel agrees to handle personal information of Group's attendees in accordance with applicable law. For personal information of Group's attendees, Hotel agrees to maintain safeguards designed to protect the security and confidentiality of such personal information, and designed to protect against anticipated threats or hazards to the security or integrity of such personal information and against unauthorized access to or use of such personal information that could result in substantial harm or inconvenience. For the avoidance of doubt, nothing in this clause shall be construed to restrict Hotel from lawfully using or disclosing personal information or data acquired as a result of an individual's reservation or stay at Hotel, received as part of the Hotel's frequent guest program (SPG or Marriott Rewards), provided in an individual's personal capacity as a customer of Hotel's available to the Hotel from another source without breach of any agreement or violation of law.

Hotel agrees to maintain industry standard cyber security protections in their computer system and other form of protections and provide ASSOCIATION ACRONYM with reasonable description of such protections. Further Hotel agrees to maintain and provide to ASSOCIATION ACRONYM a copy of an internal plan of action to address the unlikely event of security breach which will include, but not limited to, the requirement to notify both ASSOCIATION ACRONYM and the individual account holder in writing immediately upon a breach and set forth the steps which the Hotel will take to identify the source of the breach, identify the account holder information obtained without authorization, remedy the breach as soon as possible, and determine the amount of funds removed from each account without authorization.

If, in the course of investigating a Data Security Breach, the Hotel recognizes that personal information of Group's attendees has been compromised, Hotel will use commercially reasonable efforts to notify Group at or around the time the Hotel sends required notices of the Data Security Breach to the affected individuals. Data Security Breach shall mean (a) the loss, misappropriation or misuse (by any means) of personal information of Group's attendees; (b) the inadvertent, unauthorized and/or unlawful processing, access, disclosure, alteration, corruption, transfer, sale or rental, destruction or use of personal information of Group's attendees; (c) any other act or omission that could or does compromise the security, confidentiality, and/or integrity of personal information of Group's attendees. The hotel would pay for all costs of the investigation and shall indemnify all account holders affected by the security breach for all damages arising from or related to the security breach.

46. CONTINGENCY OF WASHINGTON STATE CONVENTION CENTER

The confirmation of this agreement is contingent upon the Washington State Convention Center being contracted and available for ASSOCIATION ACRONYM's use over the dates of November 7-13, 2022. If for any reason the Washington State Convention Center is not available as contracted to provide the required facilities and function space as is outlined in the Convention Center 2022 License Agreement with ASSOCIATION ACRONYM, then ASSOCIATION ACRONYM may terminate this Hotel contract with no liability financial or otherwise upon written notice to the Hotel.

47. CONTRACT AND OPTION DATE

This document serves as a binding contract between The Association Name and the Hotel Name Hotel. Both parties will be required to sign this agreement and the executed countersigned contract should be returned to the Director of Meetings, ASSOCIATION ACRONYM, Association Address. Once the countersigned agreement is received back by ASSOCIATION ACRONYM then the meeting will be considered booked on a definite basis.

Guestrooms have been reserved for the ASSOCIATION ACRONYM 2022 Annual Meeting on a 1st option basis until October 31, 2016 (the Option Date). Should another organization request this space before Hotel's receipt of a signed copy of this binding Agreement, Hotel will contact ASSOCIATION ACRONYM for a decision to either confirm or release the space within 5 business days.

48. CONFIRMATION

In order for both parties to consider this booking definite, ASSOCIATION ACRONYM and the Hotel need this agreement to be approved and signed by an officer of both organizations empowered to sign legal documents. Please countersign and date the agreement and then return to ASSOCIATION ACRONYM's attention by October 31, 2016.

APPROVAL OF CONTRACT/AUTHORIZED SIGNATURES

Association Name

Hotel Name

Date

Date