

CONTRACT DATE: ~~October 3, 2016~~

CONTRACT AGREEMENT TO ACCOMMODATE

2022 Annual Meeting

for

**Association Name (ASSOCIATION ACRONYM)
ASSOCIATION ACRONYM Annual Meeting
November 8-13, 2022**

with

Hotel Name

Client Contact:

Hotel Sales Contact:

AGREEMENT

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 Hotel Address has been reserved for ASSOCIATION ACRONYM, in connection with ASSOCIATION ACRONYM’s 2022 Annual Meeting (the “Meeting”), for the following Dates:

| Day | Mon | Tue | Wed | Thu | Fri | Sat | Sun | TOTAL |
|--|-----|-----|-----|-----|-----|-----|-----|-------|
| Date | | | | | | | | |
| Traditional King Rooms | | | | | | | | |
| Traditional Double/Double Rooms | | | | | | | | |
| 2-Bedroom Presidential Suite (Presidential and Ambassador Suite) | | | | | | | | |
| 1-Bedroom 2-Bay Suites | | | | | | | | |
| King Club Room Upgrades | | | | | | | | |
| King Bedroom Staff Rooms | | | | | | | | |
| Third Party King Room | | | | | | | | |
| Total Room Block | | | | | | | | |

There are XX total room nights contracted and blocked (the “Total Room Block”).

- B. 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, Club Level rooms, Suites, student and staff rooms.
- C. Within the above noted king and double/double room block are eight (8) total ADA rooms composed of the following breakdown:
 - Three (3) Accessible King rooms with roll-in shower;
 - Five (5) Accessible Double/Double rooms with accessible bathtub with grab bars;

ATTRITION/PERFORMANCE: If the ASSOCIATION ACRONYM contracted room block falls below fifty percent (50%) of this original contracted total room block on a cumulative basis, (50% of the total room nights contracted of 4030 = 2015 total room nights) then the following additional liquidated damages charges will be incurred.

The liquidated damages will be calculated based upon the total number of room nights which are not used and were not resold below 2015 total room nights (which accounts for the 50% allowable slippage), multiplied by 75% of the lowest confirmed 2022 group single room rate. As the 2022 confirmed rates have not yet been established it is agreed for documentation purposes the following calculations will apply (75% of \$233.00 = \$174.75). It is recognized that this computation is based on the lost profits the Hotel would have incurred if ASSOCIATION ACRONYM falls below 50% of their contracted block.

As an example if ASSOCIATION ACRONYM actualized 1,936 total room nights then the Group would be liable for the difference between the agreed upon minimum of 2015 and 1,936 or 79 rooms multiplied by \$174.75 = \$13,805.25 in attrition fees.

The parties acknowledge and agree that the above referenced liquidated damage amounts represent a reasonable estimate of the damages the Hotel would suffer as a result of such attrition.

The Hotel and ASSOCIATION ACRONYM intend to mitigate the damages in the event that ASSOCIATION ACRONYM fails to meet the Guest Room Minimum set forth in this section. Therefore, ASSOCIATION ACRONYM and Hotel agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event that such a minimum is not met and (b) that the mitigated damages set forth in this section do not constitute a penalty (c) Hotel will credit resold rooms toward attrition damages on a last rooms sold basis.

For any room night reduction over and above these allowances (except for reasons of Hotel default or a force majeure occurrence), ASSOCIATION ACRONYM shall pay the Hotel as liquidated damages, and not as a penalty, an attrition fee equal up to the agreed-upon \$174.75 (75% of the agreed upon room rate plus taxes if required by law) for each unused room below 50% of ASSOCIATION ACRONYM's block; provided, that the attrition fee due and payable shall be reduced by all of the following:

As it relates to performance and attrition the following is agreed upon:

- (a) Should the Hotel be sold out (as defined by hotel achieving 98% or greater in occupancy), then ASSOCIATION ACRONYM shall not be responsible for attrition charges on that particular night.
 - It is agreed that out of order rooms, off-market rooms, and complimentary rooms will be included in the inventory to account for the occupancy on any given night.
- (b) A credit shall be given any room night identified as an ASSOCIATION ACRONYM attendee for up to (3) days prior to and/or three (3) days after the dates of ASSOCIATION ACRONYM's block.
- (c) For each night the amount due will be either the daily contracted rooms revenue or the unsold calculated lost room revenue profits for that night, whichever is less.
- (d) Prior to billing ASSOCIATION ACRONYM for attrition, the Hotel must submit to ASSOCIATION ACRONYM documentation of the number of rooms that were not resold or reused.
- (e) Following the 2021 Annual Meeting and prior to January 5, 2022, the Group and the Hotel agree to review the 2021 room block commitment. Based on such evaluation, if the parties mutually agree to any adjustments to the guest room and function space block such changes to the Contract shall be confirmed in writing as a formal addendum to the contract and signed by both parties. The room block specified in this Paragraph 1 will also be jointly reviewed by both parties 60 and 30 days prior to the first date of the Meeting.

Except as set forth above, any attrition charge due will be added to and payable as part of ASSOCIATION ACRONYM's master account. Any charges placed on ASSOCIATION ACRONYM's master account must be accompanied with documentation of hotel's occupancy and out

of order rooms. The Hotel shall have an affirmative duty to use reasonable efforts to sell any unsold rooms in ASSOCIATION ACRONYM’s room block after the registration cut-off date.

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 room type availability only. 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 21, 2022.

4. 2022 GUARANTEED GROUP SLEEPING ROOM RATES

Based upon American Anthropological Association’s total program requirements as outlined in this agreement, If ASSOCIATION ACRONYM were holding this event in November 2016 the Hotel would confirm the following group rates (net of all taxes) in 2016 terms:

2016 GUIDELINE RATES:

| Room Type | Single | Double | Triple | Quad |
|--|---------------|---------------|---------------|-------------|
| Traditional King Rooms | | | | |
| Traditional Double/Double Rooms | | | | |
| 2-Bedroom Presidential Suite (Presidential and Ambassador) | | | | |
| 1-Bedroom Luxury Two Bay Suites (three are Comp) | | | | |
| 1-Bedroom Luxury Two Bay Suites (six upgrades) | | | | |
| King Club Room Upgrades | | | | |

| | | | | |
|--------------------------|--|--|--|--|
| King Bedroom Staff Rooms | | | | |
| Third Party King Room | | | | |

The accommodations and specific room and suite types noted in section #1 of this agreement are additionally noted as special concessions as noted in section #19 below.

The Hotel guarantees that the above referenced 2016 group rates will increase no more than three percent (3%) annually. The Hotel will confirm guaranteed 2022 room rates no later than January 5, 2022 or as otherwise noted under the special concessions section of this agreement.

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

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. 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 MEETING DATES. 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. 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 November 9-12, 2022 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 either be closed out or offered at a higher rate than Association Name's group rates for the dates of November 7-13, 2022.

6. RATE INFORMATION AND COMMISSION AND ASSOCIATION ACRONYM 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.

The group rates on all revenue occupied rooms (not commissionable to another party) 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 Third Party Sourcing Address.

All revenue occupied rooms coded to the ASSOCIATION ACRONYM group block (excluding the staff rated rooms and any other discounted rooms lower than the established 2022 group rates) also include a ten-dollar (\$10.00) rebate payable to 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, American Anthropological Association, 2300 Clarendon Boulevard, Suite 1301, Arlington, VA 22201.

7. DISCLOSURE OF THIRD PARTY PAYMENTS

Association Name agrees that the association full responsibility for determining whether ASSOCIATION ACRONYM is required to disclose to meeting attendees the fact that ASSOCIATION ACRONYM will receive commission, rebate, meeting planner bonus points, and housing fee in connection with hosting its Annual Meeting at the Sheraton Seattle.

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, subject to availability. The Hotel will provide rooms to Meeting attendees during such periods, subject to availability, at the above listed rates.

10. RESERVATIONS – HOUSING

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 not 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. ROOM BLOCK REVIEW

Following the 2021 Annual Convention and no later than January 5, 2022 ASSOCIATION ACRONYM and the Hotel will review the ASSOCIATION ACRONYM History and most recent convention housing recap. Based on written mutual agreement between Hotel and ASSOCIATION ACRONYM an adjustment to the contracted room block and attrition liability may be made. Any adjustments of greater than 10% of the contracted room block may result in a proportional modification to the concessions package outlined herein. Any adjustments must be mutually agreed upon in writing by the Hotel and ASSOCIATION ACRONYM

14. 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. Subject to Hotel availability, if ASSOCIATION ACRONYM needs to adjust shoulder night rooms in order to achieve our peak night block of 1,000 then the Hotel agrees to provide additional shoulder night rooms at the established 2022 group rates. 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.

15. 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 up to 5 days prior to arrival. 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.

16. 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 (with guest first and last names in separate columns) in soft copy for this audit.
- 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. The Hotel will make its best effort to close out third party booking channels over the main ASSOCIATION ACRONYM meeting dates or otherwise work to ensure the rate offering through outside booking channels are higher than the ASSOCIATION ACRONYM confirmed group rates.

17. 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, the number guaranteed versus the number served at each banquet function, and the actual revenue derived from each banquet function. Additionally, the Hotel agrees to provide a bandwidth usage report noting the maximum bandwidth usage on peak days and the total number of users on peak days of the convention.

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.

18. 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 25, 2022), indicating which nights the organization will be covering room and tax.

Group is responsible for approved master account charges only.

19. 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. Should the guest be given the option to return to the Hotel and choose not to return, the Hotel has no further obligation.
- 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.

20. COMPLIMENTARY ROOMS POLICY AND SPECIAL CONCESSIONS

The hotel is pleased to extend to ASSOCIATION ACRONYM one complimentary room (unit) per every 45 revenue occupied rooms utilized during your meeting. The calculations for the complimentary allotment will be based on a cumulative night basis or based on total room nights used (i.e., total revenue rooms divided by 45). It is agreed that ASSOCIATION ACRONYM must utilize the comp rooms during the dates of the conference and assign complimentary rooms by October 20, 2022 or as otherwise agreed upon by Hotel.

Additionally, the Hotel shall provide the Group with the following: Hotel will provide the following concessions if Group picks up at least 80% of the originally contracted room block. Unused concessions will have no monetary value. If Group fails to pick up 80% of the originally contracted room block, concessions will be adjusted proportionally and based upon mutual agreement between ASSOCIATION ACRONYM and the Hotel to reflect actual pickup.

- a) Complimentary meeting and function space as outlined in the attached schedule of events and based upon a \$50,000++ F&B minimum.
- b) Rates to be available 3 days pre and post the main convention dates outlined subject to room availability at the Hotel.
- c) Confirmed flat one-time fee of \$20.00 per rollaway bed per night up to Hotel's inventory. Roll-away beds are not allowed in double/double rooms.
- d) Two (2) Complimentary 2-Bedroom Presidential suites for 7 nights, Monday, 11/7/2022 through Monday, 11/14/2022. (the 33rd Floor Presidential Suite and the Pike Street Tower Ambassador Suite are the two suites designated for ASSOCIATION ACRONYM top VIP's).
- e) Three (3) Complimentary 1-Bedroom Two Bay Suites Pike Tower for 7 nights, Monday, 11/7/2022 through Monday, 11/14/2022.
- f) Six (6) additional upgrades at the single group rate to 1-Bedroom Luxury Two Bay Suites in Pike Tower as follows:
 - Three (3) 1-Bedroom Two Bay Suites in Pike Tower from Tuesday, 11/8/2022 through checkout on Sunday, 11/13/2022.
 - Three (3) 1-Bedroom Two Bay Suites in Pike Tower from Tuesday, 11/8/2022 through checkout on Monday, 11/14/2022.

- Any additional nights over and above the complimentary nights per suite would be charged at the confirmed group rate, based on hotel availability. ASSOCIATION ACRONYM will have the option to utilize their earned comps towards additional nights at a 2:1 ratio.
- g) Fifteen (15) additional upgrades to King Club rooms at the confirmed group rate and as outlined on page #2 of this agreement. ASSOCIATION ACRONYM will have the option to utilize their earned comps towards additional nights at a 1.5:1 ratio.
- h) All suite accommodations noted herein will have complimentary Club access and privileges. It is further agreed that the Club Lounge will be fully operational during all nights of the ASSOCIATION ACRONYM 2022 Annual Meeting – Monday, 11/7/2022 through and inclusive of breakfast on Sunday, 11/13/2022.
- i) Thirty (30) Staff rated king rooms per night at the confirmed/guaranteed discounted 2022 rate of \$125.00 for Staff rooms as outlined in the room block schedule on page #2 of this agreement. Staff rooms are commissionable but do NOT include any rebate. There are a maximum of 200 total staff rated room nights included in this contract not to exceed 30 staff rooms on any particular night.
- j) ASSOCIATION ACRONYM’s third party representative(s) will receive, over and above any other concessions in this Agreement, one (1) complimentary King room with Club privileges arriving Monday, 11/7/2022 and departing on Monday, 11/14/2022.
- k) Eight (8) Complimentary VIP round-trip town car airport transfers (to / from SEATAC Airport to Hotel Name) for designated VIP’s.
- l) Three (3) complimentary valet parking spaces per day to be used from Monday through Monday of the convention. Any additional parking required will be provided at the 2022 prevailing rates.
- m) No charge for Easels for ASSOCIATION ACRONYM signage or for podiums or risers in ASSOCIATION ACRONYM’s designated meeting and function space, not to exceed Hotel’s inventory.
- n) Guaranteed food and beverage pricing twelve months in advance of group’s arrival, the pricing will be confirmed 12 months out and based upon catering prices in place as of November 7, 2021.
- o) No additional or extra labor charges or services charges outside of standard F&B service charge gratuity for smaller functions under 30 persons. The standard F&B service charge will apply.
- p) Twelve (12) 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.
- q) Complimentary use of Hotel’s Health and Fitness Center.
- r) Complimentary wireless internet in ALL ASSOCIATION ACRONYM Guestrooms that are coded to the group block.
- s) Complimentary wireless internet in two designated meeting/offices at Hotel throughout the conference.
- t) Wireless internet access for all of ASSOCIATION ACRONYM’s attendees in all contracted meeting/function spaces at the Hotel. It is agreed hotel will provide enough bandwidth for normal business and social media activities and Hotel is advised ASSOCIATION ACRONYM will have a 2022 Convention Application that will require attendee access and use. The following 2022 pricing and bandwidth has been agreed upon as a total inclusive price for the convention to accommodate up to a maximum of 1,500 users at any given time:

| Bandwidth | Internet event rate excluding tax and service charge |
|-----------------------|--|
| 25 Mbps - Low | \$4,500 (75% discount) |
| 50 Mbps - Recommended | \$5,750 (80% discount) |
| 75 Mbps - High | \$7,250 (85% discount) |

(Should the confirmed 2022 prices be lower than what is noted herein then ASSOCIATION ACRONYM will be eligible for the lower published pricing and/or alternative internet option the Hotel may be offering in 2022)

- u) It is agreed that for any hard wired connections provided a one-time flat rate of \$125.00 per line excluding tax and service charges for the duration of the conference will apply. *Should the confirmed 2022 price for a hard wired connection be lower than what is noted herein then ASSOCIATION ACRONYM will be eligible for the lower published pricing and/or alternative internet option the Hotel may be offering in 2022)*
- v) Up to ten (10) total complimentary room nights to be used for pre-planning visits prior to the actual 2022 Annual Meeting Dates. For any additional nights over the ten (10) allocated the staff rate of \$125.00 would apply. Planning visit rooms are subject to the hotel's availability at the time of the request.
- w) Hotel will provide complimentary pencils, pens, pads, hard candy, and pitchers of water in all function rooms that are not set theater style. Theater style sets will receive complimentary water at all head tables.
- x) No charge for receipt and handling of convention materials sent for planner's use up to a maximum of one-hundred (100) boxes. For any packages above these 100 boxes standard rates will apply.
- y) Complimentary microphone for all rooms with existing house sound system and more than 50 people if the hotel's in-house AV company is used exclusively for all audio visual requirements within the Sheraton Seattle. Should ASSOCIATION ACRONYM elect to use an outside A/V provider then this concession item will not apply.
- z) Hotel agrees to provide recycle bins and to work with ASSOCIATION ACRONYM on their Green Initiatives to the best of their ability during the ASSOCIATION ACRONYM Annual Meeting dates.
- aa) SPG or Marriott Rewards points per the Corporate program provided.
- bb) No additional or extra surcharge for branding or ASSOCIATION ACRONYM signage in the contracted meeting/function space.

21. 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.

22. 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.

23. BILLING

Approximately fourteen (14) days prior to Meeting, and no later than October 25, 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 credit status, another check will be run 60 days prior to arrival with final approval status provided to Group from Hotel

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

premises during your event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify the Hotel of your intention to use such providers at least thirty days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises.

ASSOCIATION ACRONYM is advised that the exclusives at the Hotel are rigging, lighting, house sound system, Electrical and Union Labor and food and beverage services.

27. SPACE WARRANTIES

Hotel agrees that it shall provide hereunder all conference, banquet, reception, registration and function space(s) properly equipped and maintained including proper heating and air conditioning when and where necessary, lighting, and proper chairs, and tables. All rooms and function space(s) shall be provided by Hotel in such condition as would normally be provided by a first-class hotel and Hotel agrees that in no event shall the overall quality of Hotel, its function space, its guest rooms, and public areas decrease from the levels existing at the time of the Agreement. If in both parties' determination the overall quality of Hotel, its function space, its guest rooms, and public areas has decreased from levels existing at the time of the Agreement, then the parties agree to negotiate in good faith to resolve any concerns raised as a result of space as outlined in this section and to enter into such amendments of this agreement as may be necessary to reasonably accommodate both parties' interests. At the time of contracting the hotel is rated 3 stars by Mobil's star rating system.

28. RIGGING

Any sign, decoration, or production equipment that is attached to the ceiling structure or suspended from the ceiling will be hung and/or rigged and flown by Hotel's In-house audio visual department, at a charge, unless otherwise agreed upon by both parties. Advance notification is required. On-site orders may cause delays and additional labor costs. All equipment, cables, and connectors must conform to OSHA safety standards and are subject to approval by the Hotel's Engineering Department. Please contact the Hotel's Convention Services Department for additional guidelines and assistance.

29. MEETING SPACE RENTAL

There will be no meeting room rental, set-up (up to two sets per day per room) other than those, if any, specified herein for meeting or any of ASSOCIATION ACRONYM's affiliated groups using the hotel for meetings and functions within the contracted function space. Should ASSOCIATION ACRONYM's affiliate groups require additional space, appropriate rental fees will apply. No space shall be secured to any affiliate or competing group without ASSOCIATION ACRONYM's written mutual consent.

30. FOOD & BEVERAGE POLICIES AND FOOD AND BEVERAGE GUARANTEE

Hotel will guarantee menu pricing twelve (12) months prior to Group's arrival based on current menu pricing in effect as of November 7, 2021. Group will guarantee attendance figures for all food and beverage functions at least 72 hours prior to the start of each function (a "Guaranteed Function"). Hotel agrees to set and be prepared to serve 5% over the guaranteed attendance for each Guaranteed Function.

Due to licensing requirements and quality control issues, all food and beverage served on the Hotel property must be supplied and prepared by the Hotel.

Food and beverage prices are currently subject to a maximum of 24% service charge and 9.6% food and beverage sales tax (tax amounts are subject to change without notice). The service charge is guaranteed not to exceed 24% for the 2022 Annual Meeting. As noted under the concessions section of this agreement the Hotel will guarantee food and beverage pricing twelve months in advance of group's arrival, and based on pricing as of November 7, 2021. Final menu selections must be submitted to the Hotel catering office at least three (3) weeks in advance; otherwise, items selected cannot be guaranteed. However, Hotel will make every attempt to provide selected items.

The Hotel agrees to carry a minimum of one million dollars (\$1,000,000) in liquor liability insurance and further agrees that all of its employees and agents performing services under this Agreement shall at all times comply with all federal, state, and local laws, regulations, and ordinances pertaining to the sale, service, or furnishing of alcoholic beverages. The Hotel further agrees that its employees and agents shall not sell or serve alcoholic beverages to anyone attending the Meeting who is under twenty-one (21) years of age, or to anyone, regardless of age, who is or appears to be intoxicated.

At all functions catered by the Hotel where alcohol is served, there will be no less than one (1) bartender for every 75 persons for hosted bars, and one (1) bartender for every one hundred (100) persons for cash bars.

The Hotel agrees to work with ASSOCIATION ACRONYM and their affiliate organizations on the Food & Beverage budgets for all Thursday, Friday, and Saturday night receptions.

The Hotel shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages.

Notwithstanding any other provision of this agreement, the Hotel shall defend and hold harmless, ASSOCIATION ACRONYM, its directors, officers, employees, agents, and members, and each of them, from and against any and all losses, damages, claims, expenses, and liabilities of any kind, including but not limited to, costs of defense thereof, caused by or arising out of the Hotel's sale or service of alcoholic beverages under its license.

31. FOOD AND BEVERAGE MINIMUM/ATTRITION

It is agreed there is a food and beverage minimum of \$50,000.00++, prior to taxes and service charge/gratuity. ("Agreed Event F&B Revenue is inclusive of all affiliated and sponsor and "icw" functions" and exclusive of any taxes or service charge/gratuity). ASSOCIATION ACRONYM must provide Hotel ample notice of the date(s), time(s), and number of covers with respect to the function(s) it wishes to schedule in providing the Agreed Event F&B Revenue and will provide final guarantees of this information no later than 72 hours prior to the scheduled time for each such function (any such guaranteed function, a "Guaranteed Function").

If ASSOCIATION ACRONYM fails to provide Hotel with the full Agreed Event F&B Revenue, ASSOCIATION ACRONYM will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

The difference between the Agreed Event F&B Revenue (\$50,000.00) exclusive of taxes and service charge/gratuity and the actual Event food and beverage revenue received by Hotel

(including all affiliate and sponsor functions and any payment due, which accounts for the lost revenues on the organized food and beverage guarantee).

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

32. 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.

33. PARKING

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

Valet parking is currently \$57.00 per day.
Self-Parking is currently not available at the Hotel.

*Non Hotel guests are not guaranteed parking.

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

34. STRIKES AND LABOR DISPUTES

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 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.

35. RENOVATION/CONSTRUCTION

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

As of the date of the signing of this contract, Hotel has communicated that all guestrooms and guestroom corridors will be fully renovated prior to December 2018. The Hotel has communicated no other plans for major renovations or remodeling of any facilities which will be utilized by ASSOCIATION ACRONYM pursuant to this contract, other than ordinary maintenance and general upgrades. In the event that after this contract is signed that the Hotel undergoes any major renovation,

construction, or capital improvement project, 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. 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 #44 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 #41. 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 by section #40.

36. 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 of the State in which the Hotel is located.

37. COMPLIANCE WITH BUILDING, FIRE AND SAFETY CODES

The Hotel hereby represents and warrants 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.

38. EMERGENCIES

In the event that the hotel becomes aware of a medical or other emergency pertaining to an ASSOCIATION ACRONYM Event 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.

39. 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 2021 Annual Convention attendees, other than the ASSOCIATION ACRONYM staff and officers, are not representatives or agents of ASSOCIATION ACRONYM.

40. 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 ASSOCIATION ACRONYM cancel without cause or without occurrence of force majeure, then ASSOCIATION ACRONYM will pay Hotel, as liquidated damages, not as a penalty, an amount based upon the following scale:

| <u>Time Period of Cancellation</u> | <u>Amount of Liquidated Damages Fee</u> |
|---|--|
| Upon date of signature and confirmation to November 7, 2018 | 10% of the contracted room profits (\$70,424.25) |
| From November 8, 2018 to November 7, 2019 | 20% of the contracted room profits (\$140,848.50) |
| From November 8, 2019 to November 7, 2020 | 40% of the contracted room profits (\$281,697.00) |
| From November 8, 2020 to November 7, 2021 | 60% of contracted room profits (\$422,545.50) |
| From November 8, 2021 to May 7, 2022 | 80% of contracted room profits (\$563,394.00) |
| From May 8, 2022 to the contracted November 7-13, 2022 convention/meeting dates | 100% of contracted room profits (\$704,242.50) PLUS 100% of contracted food and beverage minimum (\$50,000) = \$754,242.50 |

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 as rates have not yet been guaranteed the maximum allowable group rate of \$233.00 is

agreed upon. For calculation purposes 4,030 total room nights multiplied by 75% of \$233.00 will be used (4030 X \$233.00 X 75%) = \$704,242.50.

The agreed upon contracted food and beverage minimum is \$50,000.00.

The maximum amount of liability in the unlikely event of cancellation is \$754,242.50 (100% of contracted room profits plus the agreed upon food and beverage minimum)

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.

41. 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 Hotel facilities at the address noted on page #1 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 makes any changes, reductions, or substitutions to any terms or conditions in this Agreement without the prior written consent of ASSOCIATION ACRONYM, then the 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 or movement of any of the terms agreed upon herein. 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 and reasonable costs and expense as determined by ASSOCIATION ACRONYM.

It is further agreed the Hotel will not cancel on ASSOCIATION ACRONYM to book another group within the dates of November 7-14, 2022.

42. MITIGATION OF CANCELLATION

Hotel shall undertake all reasonable efforts to resell any unused or canceled rooms, and 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 Group 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 against any performance clause fees, payments, cancellation fees, or damages. Hotel shall provide proof that rooms being held for ASSOCIATION ACRONYM's Event or its attendees and guests remained unsold. ASSOCIATION ACRONYM shall not owe any fees, payments or damages if Hotel meets or exceeds 98% occupancy, not including any rooms out of service for repair, for the dates of November 7-14, 2022. In the event that ASSOCIATION ACRONYM pays to Hotel any cancellation fees, Hotel shall not be entitled to and agrees not to seek additional damages from the organization.

The Hotel agrees to provide ASSOCIATION ACRONYM or their appointed Agent of Record a copy of the Hotel's city ledger or other daily reports for each day over the dates of November 7-14, 2022

showing the information necessary to audit and account for daily occupancy at the Hotel and to compare any credit due.

43. 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. Chain Affiliation: Hotel will promptly notify Group upon any change in the brand under which the Hotel facility is operating. As of the date of contracting ASSOCIATION ACRONYM is advised that Starwood Hotels is now managed by Marriott. If any such change in brand decreases the star rating of the Hotel's facility (as noted my Mobil's rating system), Group will have the right to terminate this Agreement without liability with written notice to Hotel as long as such notice is given within 30 days of Group' receipt of notice of such change.

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.

44. 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.

45. FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, terrorism, 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.

46. 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 |

47. PEST CLAUSE

Hotel shall disclose to Group any significant instances of Bed bug infestations on Hotel premises within the prior 18 months of the date the Agreement is executed, and continuing thereafter until conclusion of the Group's event at Hotel. For purposes of this Agreement, "significant instances of Bed Bug infestations" include lodging of a verbal or written complaint about interior area Bed Bugs or Bed Bug infestations from two (2) or more guests within any six month period that have been confirmed and verified by a third party. Disclosure shall include the nature of the complaint, dates of complaints, type of infestation, number of complaints, and actions taken by Hotel in response to said complaints. In the event that Group and hotel mutually determines in good faith that the Bed Bug infestation is likely to materially affect attendance at Group events or use of Hotel sleeping rooms, Group may, in its discretion:

- Accept action plans proposed by Hotel to prevent adverse effects of Bed Bug infestations.

Additionally, the Hotel agrees that it follows a Bed Bug control policy that includes taking reasonable measures to avoid the presence of bedbugs in the Hotel. Should bedbugs 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. 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 Bed Bug infestation at the Hotel, the Hotel agrees to cover all out of pocket health costs and associated with the treatment.

48. 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 Washington state. 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.

49. QUIET ENJOYMENT

The Hotel shall be responsible for ensuring that ASSOCIATION ACRONYM's use of all function space is free from outside distractions, disturbances, and interruptions. Walls shall be soundproof, but if they are not, the Hotel shall avoid assigning to any function room(s) adjacent to or across from ASSOCIATION ACRONYM's function rooms any group, which may generate noise sufficient to detract from ASSOCIATION ACRONYM's functions. If possible, the Hotel shall provide an empty room between ASSOCIATION ACRONYM and other such groups as a buffer to eliminate the risk of disturbance. In the event ASSOCIATION ACRONYM's use of function space is disturbed despite these efforts, upon notice from ASSOCIATION ACRONYM, the Hotel shall respond immediately to cause such disturbance to cease.

50. 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 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.

51. 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.

52. 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.

53. 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.

54. CONTRACT AND OPTION DATE

This document serves as a binding contract between Association Name and the Hotel Name. Both parties will be required to sign this agreement and the executed countersigned contract should be returned to the Director of Meetings, ASSOCIATION ACRONYM, 2300 Clarendon Boulevard, Suite 1301, Arlington, VA 22201. Once the countersigned agreement is received back by ASSOCIATION ACRONYM then the meeting will be considered booked on a definite basis.

Space has 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.

55. 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