THE HOTEL ROANOKE & CONFERENCE CENTER

QUICK CONFIRMATION AGREEMENT

Revised - September 19, 2018

This **Quick Confirmation Agreement** ("Agreement") is by and between **Capital District Kiwanis International** ("Group" or "you" or "your(s)") and **The Hotel Roanoke** ("Owner"), d/b/a **The Hotel Roanoke & Conference Center** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Mr. Jeffrey Wolff	**Name of "Event":**	2021 Capital District Kiwanis Convention
Title:	Planner	**Date(s) of Event:**	August 18, 2021 - August 22, 2021
Company Name:	Capital District Kiwanis	**Post to Reader Board As:**	2021 Capital District Kiwanis Convention
Address:	PO Box 2192	**Hotel Contact:**	Kris Tudge
City, State, Zip:	Ashland, VA 23005	**Title:**	Sales Manager
Phone:	703-615-4477	**Phone:**	540-853-8217
Email:	jeffrey@wolff.net	**Email:**	ktudge@hotelroanoke.com

ROOM BLOCK
SLEEPING ROOMS and RATES

	WEDNESDAY 8/18/2021	THURSDAY 8/19/2021	FRIDAY 8/20/2021	SATURDAY 8/21/2021	SUNDAY 8/22/2021
Run of House	1	37	146	146	**Check-out**
Hospitality Suite with One Bedroom		3	3	3	Check-out
VIP Suite			1	1	Check-out
Premium Hospitality Parlor			1	1	Check-out
Deluxe Executive Suite			1	1	Check-out
Parlor Suite			1	1	Check-out
Jr. Suite			2	2	Check-out
TOTAL ROOM BLOCK	1	40	155	155	

Room	Single Rate	Double Rate
Run of House	$125.00	$125.00
Upgraded Rooms Available at Listed Prices (subject to Availability)		
- VIP Suite		$309.00
- Premium Hospitality Parlor		$324.00
- Deluxe Executive Suite		$309.00
- Parlor Suite		$259.00
- Jr. Suites		$209.00

- Please note that Visit Virginia's Blue Ridge has offered to provide $5.00 per room night toward the nightly lodging fee of $ 125.00 to your attendee block at The Hotel Roanoke & Conference Center.

TOTAL SLEEPING ROOM NIGHTS RESERVED: 351

Sleeping room rates as noted in the "Room Block" above are net non-commissionable and include a $3.00 REBATE back to the group master. Rates are quoted *exclusive* of applicable state and local taxes, fees and assessments. Quoted sleeping rate will be offered, based on availability to your attendees two (2) days before and two (2) after the above dates.

Includes sleeping room rate only. These prices are net-non-commissionable.

The Following Suites would be available for your attendees to block (Subject to availability):

European Plan – VIP Suite:
$309.00 per room/per night based on single/double occupancy plus applicable taxes:
Includes sleeping room rate only. These prices are net non-commissionable.
DESCRIPTION:
Gracious entry with half bath
Richly appointed living area with gas fireplace
37 inch flat panel wall mounted television
Four person dining table
Granite hospitality wet bar with refrigerator
Queen sized sleigh bed and private bath in master suite
32 in flat panel television in master suite
approximately 850 square feet of total luxury

European Plan – Premium Hospitality Parlor:
$324.00 per room/per night based on single/double occupancy plus applicable taxes:
Includes sleeping room rate only. These prices are net non-commissionable.
DESCRIPTION: Luxurious and spacious parlor room (approx. 540 square feet)
37 inch flat panel television
Granite wet bar with refrigerator
Queen size pull down Murphy bed
Mahogany dining table with seating for four
Connecting guest room with king bed
may also add a connecting guest room with two double beds (at standard run-of-house room rate, per night)

European Plan – Deluxe Executive Suite:
$309.00 per room/per night based on single/double occupancy plus applicable taxes:
Includes sleeping room rate only. These prices are net non-commissionable.
DESCRIPTION: Luxurious oversized parlor room
37 inch flat panel television
Gas fireplace
Granite service bar with refrigerator
Queen size sleeper sofa
Dining table with seating for four
Connecting guest room with king bed

European Plan – Parlor Suite:
$259.00 per room/per night based on single/double occupancy plus applicable taxes:
Includes sleeping room rate only. These prices are net non-commissionable.
DESCRIPTION: Approximately 400 square feet
ideal for entertaining or conducting small group discussions
spacious living area with an optional "pull down" queen-size Murphy bed
Connecting guestroom with either king of two double beds
32 inch flat panel television
elegant furnishings

European Plan – Junior Suite:
$209.00 per room/per night based on single/double occupancy plus applicable taxes:
Includes sleeping room rate only. These prices are net non-commissionable.
DESCRIPTION: Charming two room suites with cozy living area connecting to a bedroom
Bedroom may either have one king bed; two double beds or one queen bed
Two 32 inch flat panel televisions in each suite
living room has a queen-size sleeper sofa perfect for children

Complimentary Rooms:
In appreciation of your business, we are pleased to provide one (1) standard room night complimentary per fifty (50) paid room nights utilized on a cumulative basis.

Note: Names will need to be provided prior to arrival of the individuals using the complimentary guestrooms.

We are pleased to provide two (2) one-Bedroom Hospitality Suites complimentary to your group Thursday, Friday and Saturday nights. One additional one-Bedroom Hospitality Suite and one (1) Junior Suite will be available at the conference rate of $125.00 per night, plus applicable taxes.

PARKING:

The following is The Hotel Roanoke & Conference Center's current parking fee structure:
Overnight Hotel Guest:
Self-Parking: $10.00 or Valet Parking: $16.00
Daily Parking: Self-Parking: $1.00 - $8.00
Note: Prices are subject to change without prior notification.

- A $2.00 Discount will be extended off the then current SELF-PARKING Fee to your attendees.

X - All parking charged to the individual.

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental *
Thu, 8/19/21	4:00 PM	10:00 PM	Registration	North Entry	Tables	Flow	N/A
	4:00 PM	11:59 PM	Kiwanis Store	Tinker	Special Set up		$100.00
Fri, 8/20/21	8:00 AM	24-Hr	Office	Alleghany	Existing	5	$100.00
	8:00 AM	11:59 PM	Kiwanis Store	Tinker	Special Set Up		$100.00
	8:00 AM	8:00 PM	Registration	North Entry	Existing	Flow	N/A
	8:00 AM	5:00 PM	Table Top Exhibits	Roanoke Foyer	Tabletop Exhibit	20	N/A
	7:30 AM	8:30 AM	Conference	Blue Ridge	Existing	10	$300.00

	10:00 AM	11:30 AM	Meeting	Shenandoah B	Rounds	50	$500.00
	11:30 AM	1:30 PM	Lunch Mtg.	Shenandoah A	Rounds of 8	10	$250.00
	11:30 AM	1:30 PM	Lunch Mtg.	Shenandoah B	Rounds of 8	50	N/A
	1:30 PM	5:30 PM	Board Meeting	Roanoke Ballroom A-B	U-Shape	50	$1,000.00
	1:30 PM	4:30 PM	Breakout Room	Pocahontas A	Theatre	30	$150.00
	1:30 PM	4:30 PM	Breakout Room	Pocahontas B	Theatre	50	$250.00
	1:30 PM	4:30 PM	Breakout Room	Appalachian	Theatre	50	$300.00
	1:30 PM	4:30 PM	Breakout Room	Buck A	Theatre	30	$100.00
	7:00 PM	11:00 PM	Event Room	Roanoke C-H	Rounds of 10	200	$2,000.00
Sat, 8/21/21	6:00 AM	4:00 AM	Office	Blue Ridge Boardroom	Existing		$100.00
	8:00 AM	11:59 PM	Kiwanis Store	Tinker	Special Set Up		$100.00
	7:00 AM	4:00 PM	Table Top Exhibits	Roanoke Foyer	Existing	20	N/A
	7:30 AM	9:00 AM	Breakfast Meeting	Roanoke Ballroom C-H	Rounds of 10	200	$2,000.00
	8:00 AM	4:00 PM	Breakout Room	Pocahontas B	Theatre	50	$250.00
	8:00 AM	4:00 PM	Breakout Room	Shenandoah B	Theatre	50	$500.00
	8:00 AM	4:00 PM	Breakout Room	Pocahontas A	Theatre	40	$150.00
	8:00 AM	4:00 PM	Breakout Room	Appalachian	Theatre	50	$300.00
	8:00 AM	4:00 PM	Breakout Room	Shenandoah A	Theatre	50	$250.00
	8:00 AM	5:00 PM	Breakout Meeting	Buck Mountain B	Theatre	40	$100.00
	10:00 AM	12:00 PM	Breakout Meeting	Buck Mountain A	Theatre	35	$100.00
	12:15 PM	2:30 PM	Lunch	Roanoke Ballroom C-H	Rounds of 10	200	N/A
	3:00 PM	5:00 PM	Meeting	Roanoke A-B	Theatre	200	$1,000.00
	6:15 PM	7:15 PM	Reception	Roanoke Foyer	Reception	250	N/A
	7:15 PM	11:59 PM	Dinner	Roanoke Ballroom C-H	Rounds of 10	250	N/A
Sun, 8/22/21	6:00 AM	12:00 PM	Office	Blue Ridge Boardroom	Existing		$100.00
	7:30 AM	8:30 AM	Meeting/Session	Roanoke A/B	Theatre	200	$1,000.00
	8:00 AM	5:00 PM	Kiwanis Store	Tinker	Special Set up		$100.00
	8:30 AM	11:00 AM	Breakfast	Roanoke Ballroom C-D	Rounds of 8	200	$1,000.00
	11:30 AM	2:00 PM	Lunch Meeting	TBD	U-Shape	15	N/A

- ***Subject to change without notice.**
- **Please note that in appreciation of your conference, The Hotel Roanoke & Conference Center will pay the $12,200.00 meeting room rental on your group's behalf.**
- **Ant = Anticipated; Agr = Number of Attendees**

GRATUITY AND SERVICE CHARGE: The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to 20% of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently 15%) is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 5%) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

Summary of Revenue Anticipated by Hotel from this Agreement: For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your Group and your attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue: - 351 rooms @ $125.00 (not including sales tax)	$43,875.00
Food and Beverage Minimum: A Food and Beverage Minimum - not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales of $20,000.00 is required for your group.	$20,000.00
Total Anticipated Meeting Room Rental Fees: Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.	(Paid by HRCC)
"Total Anticipated Revenue":	$63,875.00

Taxes: In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is 5.3%, and the hotel occupancy tax rate is 8%. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

Additional Concessions:

In consideration of the entire value your Event brings to the Hotel, we are pleased to offer the following concessions based on Group's achievement of **80**% or greater of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue**. These concessions are valued at $**13,340.00**. If the actual total sleeping room revenue and the actual total food and beverage revenue for your Event materializes at less than **80**% of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue**, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at your request, provided and charged to your Master Account at retail value, in addition to any

performance damages you may owe related to sleeping room revenue and Food and Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise your assigned Event Manager no later than seven (7) days prior to first guest room arrival of your decision whether you prefer to have concessions reduced or if you want to retain and pay for them. If you elect to pay for unearned concessions, you agree that you will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Meeting Room Rental	As outlined	Outlined	As listed	Paid by HRCC	$12,200.00	$12,200.00
Bartender Rate	$45.00	Per hour	$45 for 3 hours	Discount	$135.00	$90.00
VIP Amenities	$50.00 /	5 VIP Amenities	Arrival Day	Complimentary	$250.00	$250.00
$2.00 Self-Parking Discount	$10.00	Each	Each day	$2.00 off	$2.00 x 400 room nights	$800.00

Audio-Visual Discount - Hotel Managed Hotel will offer a **15**% discount off prevailing published pricing guidelines for Hotel's in-house inventory of equipment (excludes labor, service charges, consumables, sales tax and shipping/delivery charges) if Hotel is selected as the primary and sole provider of all audiovisual and production related services for the applicable Event, including without limitation any general session. Discounts on outsourced equipment, labor and consumables will depend on total spend and will be negotiated directly with Hotel's audiovisual manager. **NOTE:** The Hotel Roanoke & Conference Center will provide a complimentary podium with wireless microphone in the general session room.

Guaranteed Meal Prices: - The following meal prices have been confirmed for your group:

- **Plated Breakfast - $20.00 Inclusive of tax and service charges to include (eggs/bacon/pastries/coffee)**
- **Two Course Plated Lunch - $23.50 inclusive of tax and service charges to include (pasta, chicken or salad entrée / dessert/iced tea)**
- **Banquet (3 course plated) - $38.00 inclusive of tax and service charges to include (salad/chicken, club steak, or salmon entrée/dessert/coffee service)**

Option Dates: These arrangements are being held on a **first option basis** until **September 28, 2018** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **72 hours**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **September 28, 2018**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise our rates. No cancellation fee shall apply if we release this first option.

Additional Terms and Conditions: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: **http://hiltondistribution.com/us-quick/addlterms.htm.**

Entire Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP: Capital District Kiwanis

By: Thomas A. Varner
District Secretary-Treasurer

Name: THOMAS A. VARNER

Dated: 9/19/2018

HOTEL:
The Hotel Roanoke
d/b/a The Hotel Roanoke & Conference Center

By: _____
Ms. Kris Tudge, Sales Manager

Name: _____

Dated: _____

By: _____
Ms. Sandra Holt, Director of Sales & Marketing

Name: _____

Dated: _____

STANDARD TERMS AND CONDITIONS

Method of Reservations: Your assigned Event Manager will discuss your housing requirements with you to customize a solution that will provide the most effective method for your attendees to book their reservations and for your management of the Room Block powered by GroupMax™ housing technology. All published housing information on your website or registration materials must be reviewed by the Hotel to ensure rate, date, cut off and Hotel specific information is correct. This link will take you to a tutorial for meeting planners on the reporting tools for GroupMax™: **http://www.passkey.com/GM/EventDashboards-PlannerGuide-RLM.pdf.**

Cut-Off Date: In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than **August 5, 2021**. This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group **if you pay for such rooms in full at that time**. If you have not guaranteed or prepaid such rooms, you agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses. You agree that the release of rooms will not affect the enforceability of this Agreement or your obligation to pay for unsold rooms in your Room Block. Advance payments will be refunded by the Hotel after your Event dates if rooms you paid for in advance were later paid for by your attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room and tax will be paid by individuals. Incidental charges will be paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than 7 days in advance of arrival. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event.

Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit will be charged immediately. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Your advance payments and deposits will either be refunded by us to you within 30 days after completion of your Event if sleeping rooms you paid for in advance were later paid for by your attendees or, at our election, credited to your Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount you may owe as performance or cancellation damages.

Check-In/Out Time: Our check-in time is 4 **PM**, check-out time is **11AM**. All guests arriving before 4 **PM** will be accommodated as rooms become available.

Early Departure Fee: If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, $50.00). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

Event Planner Bonus Program: Mr. Jeffrey Wolff ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number is **207514891.** For this Event, Event Planner is eligible to earn one Hilton Honors bonus point for every eligible dollar spent, up to a maximum award of 100,000 Hilton Honors bonus points. Eligible revenue will include **all** revenue up to a maximum of $100,000 of eligible revenue. Full details and rules regarding the Event Planner Bonus Program are available by visiting www.hilton.com. In addition if signed by September 28, 2018 an additional 50,000 Bonus points will be applies at time of signing.

Rebate or Subsidy: The Hotel will apply a $3.00 rebate for each sleeping room night actually occupied and paid for by your attendees that was reserved as part of the established Room Block at the negotiated convention/meeting rates contained in this Agreement to the master account for the purpose of **defraying costs**.

Banquet Services: Group has agreed to hold the food and beverage events set forth in the Schedule of Events. The following mandatory timeline relates to final menus and program meal functions:

- Your Event Manager will contact you at least **thirty (30) days** before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least **thirty (30) days** prior to your major arrival day.

- Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications at least ten (10) days prior to your major arrival day, the Hotel will assess an extra fee equal to $1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.

- Upon review of your final menus and Event requirements, Event Orders will be sent by Hotel to you within **five (5) business days** to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

- At least **72 hours (three days)** before your Event, you must inform us of the exact number of people who will attend your Event functions by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. We will not undertake to serve more than **3%** above this guaranteed minimum.

Meeting Room Charges Based on Sleeping Room Performance: Should Group's minimum revenue commitments not materialize as anticipated, then charges will be assessed to the Group's Master Account by Hotel for function space as set forth below, in addition to any performance damages owed by Group under the Performance policies.

GROUP'S ACTUAL SLEEPING ROOM PERFORMANCE	MEETING ROOM RENTAL CHARGES BASED ON SLEEPING ROOM PERFORMANCE
60-100% of Total Anticipated Sleeping Room Revenue	**$0.00**
59% and below of Total Anticipated Sleeping Room Revenue	**$6,600.00**

The room rental charges listed in this chart above will be added in addition to the room rental charges (if any) listed in the Schedule of Events and Function Space Charges. You agree to confirm with us the assigned function space *before* printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available on the day of your Event (whether unavailable, for instance, due to emergency repairs or unscheduled maintenance), you agree that we may substitute space of appropriate size and comparable quality for your meeting or function.

Master Accounts: Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	**Amount**
Initial Deposit	No later than **August 11, 2019**	**$1,000.00**
Second Deposit	**January 11, 2021**	**$5,000.00**

No later than 30 days in advance of arrival, or **July 11, 2021**, you will either provide us with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, *or* provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

We reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status, even if credit had previously been approved. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at our option, to consider the Agreement cancelled and we will be entitled to cancellation damages as provided in this Agreement.

If you are paying by credit card, we request that you provide us with your credit card information at the time of your Event so that we may charge the credit card account at departure. If any charges are disputed, you agree to provide us with an itemized list of disputed charges so that we may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. You will submit to us an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate $**43,875.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek sleeping room performance damages if Group achieves a minimum of 80% of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 80% of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven** (**7**) days prior to Group arrival date, regardless of Master Account credit status.

Food and Beverage Performance Policy: The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of $**20,000.00** in banquet food and beverage ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.

We understand that your program may change slightly between the time of contracting and arrival and therefore we will allow you to reduce your guaranteed food and beverage expenditure without liability by up to **10%** of the originally contracted Total Anticipated Food and Beverage Revenue. Any such request for reduction must be made in writing and delivered to the Hotel no later than **45 days** prior to your first arrival date. At that time, your final completed program with meeting room specifications would be required along with your anticipated counts and detailed menus with pricing that will determine your revised anticipated spend. If you do not exercise the option to reduce the guaranteed food and beverage expenditure on or before **45 days** prior to your first arrival date the option to reduce the guaranteed food and beverage expenditure without liability is waived.

Should you fall short of the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause), whether due to reduction in size of your meeting, drop in attendance, change in food and beverage functions or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine.

Therefore, if the contracted Event is held as scheduled, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause) and the actual food and beverage revenue amount received by Hotel for your Group's banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

By way of example only, if a group books an event with a Total Anticipated Food and Beverage Revenue commitment of $100,000, and if that group properly reduces the commitment by 10%, that group's adjusted Total Anticipated Food and Beverage Revenue commitment would be $90,000. If the group holds the event and achieves only $85,000 in actual food and beverage revenue, then that group would owe food and beverage performance damages of $5,000, plus any applicable taxes.

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total

Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause). If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause). Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause), or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event, plus additional revenue that the Hotel anticipates we would receive from providing additional services to the Group and your attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing your meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for your Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and **August 11, 2019:**	**Flat**	$**1,000.00**
Cancellation between **August 12, 2019** and **August 11, 2020:**	**45** % =	$**28,744.00**
Cancellation between **August 12, 2020** and **February 11, 2021:**	**55** % =	$**35,131.00**
Cancellation between **February 12, 2021** and **date of arrival:**	**65** % =	$**41,518.00**

Total Anticipated Revenue for this Event is **$63,875.00.**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of your Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of your business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that you deliver your written notice of cancellation to the Hotel. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their reasonable control (including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.

Indemnification: To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

Insurance: You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than $2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event. You further agree to add Hotel, Hotel's Owner, and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. Please check with the Hotel to confirm which parties must be named as additional insureds on your insurance certificate(s). With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties.

Hotel agrees to maintain general liability insurance with limits not less than $2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location.

The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Collection/Attorney's Fees: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

Termination of Agreement: In addition to the foregoing, we may terminate this Agreement at any time upon written notice to you prior to your scheduled arrival date for the following reasons: (i) your failure to make any payment to us when due; (ii) your failure to comply with any other material term of this Agreement; (iii) your false representation in any credit application submitted to us, (iv) your assignment for the benefit of creditors or the commencement of any receivership or bankruptcy proceeding by or against you or (v) your proposed activities at the hotel, in our reasonable opinion, expose us, or our owner, to serious possible loss of good will or reputation. In the event we terminate this Agreement for any of the above reasons, you will pay to us as liquidated damages the applicable amount set forth in the table above. The parties agree that the foregoing amounts are a fair and reasonable estimate of damages resulting from termination of this Agreement (by either party) and that such amounts do not constitute a penalty .