



McClellan Hospitality Services LLC/McClellan Conference Center

SUMMARY OF BASIC TERMS

The following basic terms are incorporated into the Agreement entered into by and between McClellan Hospitality Services, LLC /McClellan Conference Center ("CONFERENCE CENTER") and California Automated Consortium Eligibility System("LICENSEE").

Licensee:

Licensee Contact: Lonnie Perez

Licensee Phone:

Event Name: Cal ACES Requirements Gathering Sessions

Other Fees: Licensee will pay inclusive for electricity distribution box connection 7 days before event to confirm service.

Terms: Terms to include incremental deposit of (20% deposit of 3,286.39 due Friday, May 11, 2018)

Cancellation Fee: The cancellation fee is pursuant to section 7.

Confirmation Due: In order to confirm your space, confirmation fee, signed credit card authorization must be signed and executed by April 30, 2018.

Payments Due: Payment is due (7) days prior to event.

- **TERMS & CONCESSIONS**

- Complimentary Parking

- Catering expenses not to exceed \$32,400.00

- Coffee/Tea and condiments served Tuesday, Wednesday and Thursday for up to 120 people

- Lunch for up to 120 people on Tuesday and Thursday (Meal count to be provided 7 days prior)

- Water continues to be provided as part of the room rental

- All utensils/cups/plates provided

SPACE, RATES, & DATES SCHEDULE

Cal ACES Meeting						
Date	Time	Location	Setup Style	Function	#	Room Rental
Mon, 5/14/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Tue, 5/15/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Wed, 5/16/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Thu, 5/17/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Mon, 5/21/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Tue, 5/22/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Wed, 5/23/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Thu, 5/24/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Tue, 5/29/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Wed, 5/30/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Thu, 5/31/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Mon, 6/04/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Tue, 6/05/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Wed, 6/06/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Thu, 6/07/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Mon, 6/11/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Tue, 6/12/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Wed, 6/13/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Thu, 6/14/18	8:00am-5:00pm	MCC McClellan 307	Classroom	Meeting	100	\$500.00
Mon, 6/18/18	8:00am-5:00pm	Club Ballroom B	Classroom	Meeting	100	\$750.00
Tue, 6/19/18	8:00am-5:00pm	Club Ballroom B	Classroom	Meeting	100	\$750.00
Wed, 6/20/18	8:00am-5:00pm	Club Ballroom B	Classroom	Meeting	100	\$750.00
Thu, 6/21/18	8:00am-5:00pm	Club Ballroom B	Classroom	Meeting	100	\$750.00

ADDITIONAL SERVICES

ESTIMATED CHARGES

CHARGES				
	Charges	Service Charge	Sales Tax	Total
Room Rental	\$12,500.00	\$2,750.00	\$1,181.96	\$16,431.96
Totals	\$12,500.00	\$2,750.00	\$1,181.96	\$16,431.96
		Payments Received		\$0.00
		Balance Due		\$16,431.96

BALANCE DUE: \$16,431.96

This License Agreement ("AGREEMENT") is entered into by and between McClellan Hospitality LLC/McClellan Conference Center a California Corporation with offices located at 5411 Luce Ave, McClellan, California ("CONFERENCE CENTER") and ,with primary offices located at 5411 Luce Avenue, McClellan, CA 95652 and California Automated Consortium Eligibility System with primary offices located at 11290 Pyrites Way, Suite 150, Rancho Cordova, CA 95670 ("LICENSEE").

CONFERENCE CENTER hereby grants to LICENSEE the exclusive right to use certain areas within the McClellan Conference Center and/or any other facility ("Facilities") as set forth in the Summary of Basic Terms (the "Contracted Areas"). LICENSEE, its guests, exhibitors, patrons or invitees, shall have the exclusive right to use the Contracted Areas during the dates and times set forth in the Summary of Basic Terms (the "License Periods") in connection with the Event set forth in the Summary of Basic Terms. LICENSEE, its guests, exhibitors, patrons or invitees also shall have the non-exclusive right to use the restrooms and other areas in and adjacent to the Facilities (including but not limited to the Lobby area of the Facilities, and the outside areas adjacent to and surrounding the Facilities) that are available for public or common use ("Common Areas") for ingress and egress to the Contracted Areas. LICENSEE acknowledges that neither it, nor its attendees, exhibitors, contractors, patrons or invitees of any kind may use the Common Areas for marketing, promotion, exhibition or any other use related to the activities occurring in the Contracted Areas, except for registration, coat check, baggage storage and other similar administrative or convenience services, subject to reasonable conditions and restrictions placed on such use by CONFERENCE CENTER. LICENSEE understands and agrees that this Agreement is a License for use of the specified Contracted Areas and Common Areas, and an agreement for services, and that it is not and does not constitute a lease or other License agreement that would confer on LICENSEE any rights as a tenant under California landlord-tenant laws, including any rights to prior notice or cure under such laws, and LICENSEE's right to occupy and use the Contracted Areas, common areas and services may be terminated in accordance with the terms set forth in this Agreement. In the event LICENSEE's use of the Contracted Areas commences prior to or extends beyond the time periods set forth in the Summary of Basic Terms, the License Periods shall be deemed to include such time periods and all terms and conditions of this Agreement shall apply to the extended periods. CONFERENCE CENTER may charge an additional License fee for such extended use.

SECTION 2 - SERVICES

2.1 Exclusive Services

- The following services required by LICENSEE in connection with its Event and/or use of the Contracted Areas or the Facilities shall be provided exclusively by CONFERENCE CENTER or providers under contract with CONFERENCE CENTER ("Contract Providers"): Telecommunications/Data/Fiber/Internet; Security; Rigging and Business Service Centers in Public Areas. LICENSEE shall pay Ancillary Services Fee for services provided by CONFERENCE CENTER. LICENSEE shall have separate written contracts for exclusive services provided by Contract Providers and shall pay for such services in accordance with the terms and conditions therein.

2.2 Approved Services

- LICENSEE may obtain other services it requires from its own providers ("Service Contractors") in accordance with Section 8.4.

2.3 Additional Services

- CONFERENCE CENTER may provide other services, equipment, materials, and staffing, upon LICENSEE's request, subject to its Policies, Rules and Regulations and the availability of inventory and staffing. LICENSEE shall pay an Ancillary Services Fee for such additional services.

SECTION 3 - LICENSE FEE, CHARGES FOR SERVICES; PAYMENT

3.1 License Fee - LICENSEE shall pay CONFERENCE CENTER the License Fee set forth in the Summary of Basic Terms.

3.2 Additional Services Fee - In addition to the License Fee, LICENSEE shall pay for services, to the extent used by LICENSEE, at the rates in effect on the first day of the Event. CONFERENCE CENTER may in its discretion require payment of deposits on the Additional Services Fee prior to LICENSEE's Event.

3.3 Payment - The License Fee is due and payable upon execution of this Agreement. Alternatively, incremental deposits shall be made on the dates and in the amounts set forth in the Summary of Basic Terms. All deposits are nonrefundable, unless this Agreement is canceled pursuant to the Force Majeure provision in Section 6.3. Any unpaid License Fee, Ancillary Services Fee, or other amounts owed to CONFERENCE CENTER are due and payable upon demand or presentation of an invoice to LICENSEE. Invoices that remain unpaid after thirty (30) days, shall accrue interest on the unpaid balance at the rate of one and one-half percent (1.5%) per month.

SECTION 4 - POLICIES, RULES AND REGULATIONS

LICENSEE agrees to comply with CONFERENCE CENTER's Policies, Rules and Regulations contained within the McClellan Conference Center Facility Guide (collectively Facility Guide in existence as of the date of this Agreement or as amended thereafter, all of which are incorporated herein and made a part hereof by this reference) governing the use of the Facilities and acknowledges receipt of a copy of the same. LICENSEE understands the Facility Guide may be amended prior to LICENSEE's Event and agrees to comply with any such amendments. CONFERENCE CENTER will use its best reasonable efforts to provide written notice to LICENSEE of any such changes, but LICENSEE acknowledges and agrees that it retains the responsibility to keep itself apprised of the current facility guide.

SECTION 5 - INDEMNIFICATION; INSURANCE

5.1 Indemnification - LICENSEE shall indemnify, hold harmless and defend the CONFERENCE CENTER, MCCLELLAN HOSPITALITY LLC, MCCLELLAN BUSINESS PARK, MP HOLDINGS LLC and their respective members, officers, directors, agents, employees and assignees from and against any and all liabilities, damages, actions, costs, losses, claims and expenses (including reasonable attorneys fees), arising out of, caused by or resulting from, in whole or in part, any act, omission, negligence, fault or violation of law or ordinance, associated with the use or occupancy of the Facilities by LICENSEE(s), its employees, agents, contractors, patrons, guests, exhibitors, invitees or any other person entering the Facilities with the implied or express permission of LICENSEE.

5.2 Insurance - Notwithstanding the indemnification requirements of Section 5.1, LICENSEE shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. At a minimum, said insurance coverage shall be in effect from 12:01 a.m. on the first day of the License Period to 11:59 p.m. on the last day of the License Period. In the event the License Period is extended, as provided in this Agreement, then the period of coverage shall be extended to cover the extended License Period. LICENSEE shall deliver certificates of insurance evidencing the following coverage and endorsements on or before the date set forth in the Summary of Basic Terms:

(1) Commercial General Liability policy with coverage as broad and as ISO CG0001 in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon or resulting from LICENSEE's use or occupancy of the Facilities. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as named additional insureds, to McClellan Business Park and its affiliates, MP Holdings LLC, McClellan Conference Center and McClellan Hospitality Services LLC all located within the McClellan Park Zip Code 95652. THE MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ASSIGNEES OF EACH OF THESE THREE ENTITIES ARE NAMED AS ADDITIONAL INSURED, to the limit of not less than ONE MILLION DOLLARS (\$1,000,000.00);

(2) Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 0001) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of LICENSEE's use of vehicles in connection with this License Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable;

(3) Worker's Compensation Insurance as required by law. All insurance policies provided by LICENSEE in satisfaction of this Section 5.2, other than Worker's Compensation insurance, shall include the following additional insured endorsement language:

McClellan Business Park and its affiliates, MP Holdings LLC, McClellan Conference Center and McClellan Hospitality Services LLC all located within the McClellan Park Zip Code 95652 THE MEMBERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, AND ASSIGNEES OF EACH OF THESE THREE ENTITIES ARE NAMED AS ADDITIONAL INSURED.

Should any of the above-described policies be cancelled before the expiration date thereof, LICENSEE will promptly provide written notice to the CONFERENCE CENTER, as soon as LICENSEE becomes aware of the cancellation. If

directed by CONFERENCE CENTER, LICENSEE shall immediately obtain substitute insurance, acceptable to CONFERENCE CENTER in its sole discretion and evidenced by an appropriate certificate, within ten (10) days of the cancellation, but in no event later than the 1st move-in date. Failure to comply with the insurance requirements herein shall be considered a material breach of this Agreement. The parties agree and LICENSEE understands that the specified coverage or limits of insurance in no way limit the liability of the LICENSEE. LICENSEE shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Agreement.

5.3 Failure to Provide Proof of Insurance - In the event LICENSEE fails to provide the required certificates of insurance by the due dates, CONFERENCE CENTER shall have the right to cause policies meeting the requirements of this section to be issued in LICENSEE's name and the premiums for such insurance shall be payable by LICENSEE to CONFERENCE CENTER as an Ancillary Services Fee in accordance with Section 3.2 of this Agreement.

SECTION 6 - BREACH; RIGHT TO CURE; REMEDIES

In the event LICENSEE fails to perform or comply with any of the material covenants or provisions of this Agreement, CONFERENCE CENTER shall provide LICENSEE written notice to cure the default within a commercially reasonable time, as determined by CONFERENCE CENTER, except notice and time to cure shall not be required when the breach involves public safety, immediate waste or damage to the Facilities or CONFERENCE CENTER's equipment. If LICENSEE fails to timely cure the default or if the breach involves public safety or property damage or waste, CONFERENCE CENTER shall have the right, without further notice, to invoke any or all of the following remedies: (1) require additional security from or for LICENSEE; (2) terminate this Agreement and revoke the License granted hereunder; (3) enter and take possession of the Contracted Areas and remove all persons and property, without instituting any legal proceedings; (4) withhold all payments made to CONFERENCE CENTER and apply the same to offset CONFERENCE CENTER's compensatory or liquidated damages; and, (5) institute legal proceedings to recover damages.

SECTION 7 - CANCELLATION BY LICENSEE; LIQUIDATED DAMAGES; FORCE MAJEURE

7.1 Cancellation; Liquidated Damages - If LICENSEE cancels its Event, its use of some portion of the Contracted Areas, some portion of its Rental Periods, or terminates this Agreement for any reason other than those set forth in Section 7.2, deposits paid shall be forfeited and applied to offset CONFERENCE CENTER's liquidated damages as provided herein.

The parties agree that the damages to CONFERENCE CENTER resulting from cancellation of the Event or any portion of the Contracted Areas or Rental Periods, or termination of this Agreement, would be extremely difficult to determine because of the loss of revenue from ancillary and other services anticipated by this Agreement. Because of this difficulty in determining the resulting damages, the parties agree that, in the event of cancellation or termination, LICENSEE shall pay to CONFERENCE CENTER Liquidated Damages in the amount set forth below as determined by the type of cancellation and the proximity of the cancellation date to the Event move-in date. LICENSEE agrees to pay the Liquidated Damages to CONFERENCE CENTER within thirty (30) days of notice of cancellation.

LIQUIDATED DAMAGES PAYABLE UPON CANCELLATION OF EVENT

<u>Receipt of Written Notice of Cancellation</u>	<u>Amount of Liquidated Damages</u>
0 Days – 60 Days before scheduled arrival	100% of Estimated Value
61 Days – 120 Days before scheduled Arrival	75% of Estimated Value
121 Days – 180 Days before scheduled arrival	50% of Estimated Value
181 Days – Contract Signature Date	Non-Refundable Deposit

Estimated Value is based on the contracted Room Rental, Audio Visual, Miscellaneous Charges and credit for sponsorship prior to service charge and sales tax.

If Signed Event Orders are in place – Cancellation fee will be based on the value reflected on those orders. If LICENSEE is able to obtain replacement business, CONFERENCE CENTER shall be entitled to an offset in the amount of the replacement Rental fee, against the amount of liquidated damages, up to but not to exceed the Cancellation Fee. Replacement business means new events that are booked to use the canceled space (or other space made available by the

cancellation) and dates, or events already booked in the Facilities that expand to use the canceled space and dates. Events that are already booked in the Facilities that move from their previously-contracted space into LICENSEE's canceled space and dates shall not be considered replacement business.

7.2 Force Majeure – CONFERENCE CENTER reserves the right to cancel this agreement pending the outcome of a prior event history check. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed, prevented or rendered impractical as a result of fire, flood, riot, earthquake, casualty, civil commotion, Act of God, or any law, ordinance, rule or regulation which becomes effective after the date of this Agreement, provided and to the extent such occurrence is beyond the reasonable control of the party whose performance is affected. In such event the affected party shall not be liable to the other for delay or failure to perform its obligations, except there shall be a prorata reduction in any fees payable or otherwise due under this Agreement and/or a refund of any deposits paid.

SECTION 8 - LICENSEE'S RIGHTS AND OBLIGATIONS

8.1 Inspection - LICENSEE shall have the right to inspect the Facilities and the Contracted Areas prior to executing this agreement to determine that they are reasonably suited for the uses contemplated by LICENSEE. LICENSEE shall have the right to a joint inspection prior to and after the License Period to assess the condition of the Facilities and the Contracted Areas and to determine damage, if any, resulting from LICENSEE's activities. CONFERENCE CENTER warrants that the Facilities and Contracted Areas will be in a suitable condition for the uses contemplated by the LICENSEE during the Contracted Periods.

8.2 Compliance with Laws - Each party shall promptly comply and cause its agents, servants, employees, contractors, patrons, guests, LICENSEE(s) or invitees to promptly comply with all applicable laws, ordinances, rules, and regulations of all federal, state, county and city governments, departments, commissions, boards and officers.

8.3 Licenses and Permits - LICENSEE shall obtain any Licenses and permits required by federal, state, county, or city laws and shall permit inspection by appropriate agencies or departments.

8.4 Service Contractors - At least thirty (30) days prior to the beginning of License Period, LICENSEE shall submit to CONFERENCE CENTER a list of all persons or entities who will provide a service to or on behalf of LICENSEE during the License Period (herein "Service Contractors"). CONFERENCE CENTER may require its approval of certain Service Contractors prior to services being rendered.

8.5 Non-discrimination - LICENSEE acknowledges and understands that CONFERENCE CENTER has a comprehensive policy of non-discrimination in all aspects of its business activities. LICENSEE agrees that, in connection with its Event and its use of the Facilities and Contracted Areas, neither LICENSEE, nor its agents, employees, exhibitors or contractors shall discriminate against any person with respect to employment, contracting, admission, or services or privileges offered to attendees of LICENSEE's Event, in violation of Federal, State or local laws.

8.6 Defacement of Facility; Damage to Equipment - LICENSEE shall pay the actual cost to replace, repair and/or restore, in CONFERENCE CENTER's discretion, any part of the Facilities or CONFERENCE CENTER's equipment (ordinary wear and tear excepted) that was defaced or damaged by LICENSEE, its agents, employees, exhibitors, or invitees. Payment shall be made within thirty (30) days of written demand by CONFERENCE CENTER.

8.7 Payment of Taxes - LICENSEE acknowledges and understands that state and/or local taxing authorities may impose a tax or other assessment on LICENSEE's use of the Facilities (a possessory use tax) and that LICENSEE shall be solely liable for payment of this, and any other taxes levied on its use of the Facilities.

8.8 Sale of Novelties and Merchandise - Notwithstanding CONFERENCE CENTER's exclusive rights with respect to the sale of novelties and merchandise, LICENSEE may distribute or sell items that are specifically germane to the nature or purpose of LICENSEE or its Event, as determined by CONFERENCE CENTER, provided CONFERENCE CENTER's prior written approval is obtained.

SECTION - 9 RIGHT OF ENTRY; EJECTION OF DISORDERLY PERSONS; SECURITY

9.1 CONFERENCE CENTER's Right of Entry - The Facilities, including the Contracted Areas, shall at all times be under the charge and control of the CONFERENCE CENTER, whose duly authorized representatives shall have the right

to enter the Contracted Areas at any time, provided such entry does not interfere with LICENSEE's use.

9.2 Ejection of Disorderly Persons - CONFERENCE CENTER shall have the right to refuse entrance to, or remove and eject from the Facilities, any person associated with LICENSEE or present at LICENSEE's Event whose conduct is objectionable, disorderly, disruptive, or in violation of any law. The indemnification provisions of this Agreement shall apply to any claim or cause of action arising from such ejection.

SECTION - 10 GENERAL PROVISIONS

10.1 Abandoned Equipment and Lost or Misplaced Articles - Any equipment or personal property belonging to LICENSEE or its agents, servants, employees, contractors, invitees, patrons, guests, which remains in the Facilities or the Contracted Areas after the License Period, shall be deemed abandoned and may be disposed of by CONFERENCE CENTER at LICENSEE's sole expense. CONFERENCE CENTER shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

10.2 Applicable Law, Venue and Jurisdiction - This Agreement shall be governed by and construed in accordance with California law. Any action by a party to this Agreement to enforce or interpret the terms hereof shall be maintained in the Sacramento County Superior Court or the Federal District Court for the Northern District of California. LICENSEE consents to the foregoing and agrees that this Agreement has been entered into in the State of California which constitutes sufficient minimum contacts with CONFERENCE CENTER to permit the Courts of California to assert jurisdiction over LICENSEE in any action brought by CONFERENCE CENTER.

10.3 Attorneys Fees - The prevailing party in any action or proceeding brought to enforce or interpret any provision of this Agreement or to recover damages resulting from breach shall be awarded reasonable attorneys fees in addition to any other remedy.

10.4 Delivery of Notices - All notices shall be in writing and shall be deemed to have been given upon personal delivery or the next day following deposit of same in any United States mail post office box, with first class postage pre-paid and addressed as follows: To CONFERENCE CENTER: McClellan Conference Center Attention: Asset Manager 5411 Luce Avenue, McClellan, CA 95652. To LICENSEE: At the address set forth in the Summary of Basic Terms.

10.5 Partial Invalidity - If any provision of this Agreement is declared invalid or unenforceable, the remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

10.6 Assignment; Subletting Contracted Areas - LICENSEE shall not assign this Agreement or any interest herein or permit the use of the Contracted Areas or any part thereof by any other party, except that LICENSEE shall have the right to permit its exhibitors to use the Contracted Areas in conjunction with LICENSEE's Event. Any substantive change in the nature of LICENSEE's Event, without CONFERENCE CENTER's prior written consent, shall constitute a material breach of this Agreement.

10.7 Americans with Disabilities Act (ADA) - CONFERENCE CENTER acknowledges and agrees that it is responsible for complying with the ADA requirements for the permanent building access accommodations such as, but not limited to, permanently installed wheelchair ramps, elevator standards, permanent seating accessibility, door width standards and rest room accessibility. LICENSEE acknowledges it is responsible for complying with ADA non-permanent accessibility requirements such as, but not limited to, accessibility of non-permanent seating and auxiliary aids for the visually impaired, hearing impaired and mobility impaired.

10.8 Right to Quiet Enjoyment - CONFERENCE CENTER warrants that the Contracted Areas shall be operational and free from any substantial interference or disturbance directly related to any construction work on the Facilities. In the event construction causes a substantial interference with LICENSEE's Event, CONFERENCE CENTER shall use its best efforts to mitigate any disruption. In no event, however, will CONFERENCE CENTER be liable for any consequential damages to LICENSEE, including claims for lost or reduced income resulting from the interference or disturbance. CONFERENCE CENTER's liability, if any, shall be limited to a return of the License Fee for any period of time that LICENSEE is unable to use the Contracted Areas because of the interference or disturbance.

10.9 Survival - The indemnification provisions set forth in this Agreement and all provisions hereof which by their terms must necessarily be performed after the termination of this Agreement or expiration of the License Period shall survive

such termination or expiration.

10.10 Amendments to Agreement - This Agreement may not be amended or modified except in writing signed by the parties; provided however that if LICENSEE requests (orally or in writing) an amendment to any of the terms set forth in the Summary of Basic Terms and CONFERENCE CENTER agrees to such change and confirms the change in writing to LICENSEE, said change shall be incorporated into this Agreement and have the same effect as a signed amendment hereto.

10.11 Counterparts; Facsimile or Scanned Signatures - This agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

10.12 Effective Date of Agreement – This effective date of this Agreement shall be the date it is executed by the CONFERENCE CENTER.

California Automated Consortium Eligibility System

**McClellan Hospitality Services LLC/
McClellan Conference Center**

By: _____

By: _____

(Authorized by CLIENT to execute this Agreement on its behalf)

(Authorized by CONFERENCE CENTER to execute this Agreement on its behalf)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____