

THE WESTIN SAN DIEGO

GROUP SALES AGREEMENT

This Agreement is made and entered into as of Friday, November 15, 2019, by and between **Interstate Management Company, LLC** (“Operator”), as agent for **DiamondRock San Diego Tenant, LLC** (“Owner”), dba **Westin San Diego** (hereinafter referred to as “Hotel”) and **CalSAWS Consortium** (hereinafter referred to as “Group”). Group agrees that the terms of this Agreement are based upon the information provided by **CalSAWS Consortium** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated.

SECTION ONE: DESCRIPTION OF THE EVENT

Mr. Barry Zimmerman	Mrs. Erica Benford-Riley, MBA
CalSAWS JPA Board Chair	Sales Manager
CalSAWS Consortium	The Westin San Diego
11290 Pyrites Way, Suite 150	400 West Broadway
Rancho Cordova, CA 95670	San Diego, CA 92101
Phone: 916-851-3216	Phone: 619-338-3613
E-mail: SmithJA@CalSAWS.org	E-mail: erica.benford-riley@westinsandiego.com

Name of Event: CalSAWS Annual Conference Jun2020

Date of event: Wednesday, June 24, 2020 – Friday, June 26, 2020

Type of event: Guestrooms with Functions

SECTION TWO: GROUP ROOM RESERVATIONS

GUEST ROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for Group’s Use. Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

Date	Day	Deluxe Bayview	Total Rooms
06/24/20	Wed	170	170
06/25/20	Thu	170	170
Room Block Total			340

CHECK IN TIME: 3:00PM **CHECK OUT DATE/TIME:** NOON

For our front door and arrival experience please use address 1051 Columbia Street

CUT OFF DATE: Monday, May 25, 2020. Reservation requests received after 5:00 p.m. local time at Hotel after this date, rooms not guaranteed to master by rooming list or individual reservations, as provided in Section 2 hereof, shall be released from Group’s room block and Hotel may contract with other parties for the use of such rooms. Room nights will be available three days, pre and post, based on room and rate availability. Pre and post rooms are not guaranteed unless contracted. Unavailability of pre and post rooms will not release the group’s obligation to fulfill contracted room block.

GUEST ROOM RATES: The Hotel is pleased to confirm the following room rates for this group:

Rooms	Single Rate	Double Rate	Triple Rate	Quad Rate
Deluxe Bayview- King or Two Double Beds	\$173.00	\$173.00	\$193.00	\$213.00

Hotel room rates are subject to applicable state and local taxes, which are currently an occupancy tax of 10.695% and an SDTMD assessment of 2%. These rates are subject to change.

Hotel rates are subject to a waived Destination Fee (Valued at \$150.00 per night, plus tax) which includes the following:

- High speed internet access in guestroom
- Local and domestic long-distance phone calls in guestroom
- Daily Bottled Water
- Round-trip airport shuttle service
- Guest Service Instant Messaging Service
- Snack Hour in the Main Lobby, daily from 5:00 PM- 6:00 PM

If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney

fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

EARLY DEPARTURE FEE: In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of one night room and tax will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in of any change in the scheduled length of stay. The Hotel will inform members of your group of this fee upon check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

COMMISSION: All rates are net non-commissionable.

RESERVATIONS: INDIVIDUAL RESERVATIONS: Each individual guest must make their own reservations by calling 1-888-627-9033 by **Monday, May 25, 2020**. They must identify themselves as members of the **CalSAWS Annual Conference Jun2020** to be guaranteed the group rate. Any reservations made outside the room block will not be counted towards pick up or complimentary concessions. All reservations must be guaranteed with a major credit card or accompanied by a first night room deposit.

RESLINK DIRECT: Hotel will create a free customized website for Group's event or meeting through a product known as Reslink Direct. This customized website will allow attendees to book their hotel reservations online, and may also include personalized information about the event or meeting, including Content, links to Group's website, and dining, entertainment, and city information. The website's unique URL will be distributed to, or to such other person designated by Group, for distribution to members and other attendees.

CONCESSIONS: Hotel will provide the following additional concessions:

- Waived Destination Fee (Valued at \$150.00 per night, plus tax)
- Complimentary Deluxe Bayview upgrade for all guest over program dates (Valued at \$30.00 per night, plus tax)
- Twenty (20%) percent off in-house audio & visual over program dates
- Complimentary basic meeting room internet for all attendees over program dates

SECTION THREE: MEETING ROOM/BALLROOM AND CATERING SERVICES

MEETING ROOMS: Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting rooms for the specified days/times:

Date	Start – End Time	Function Description	Function Space	Set Up	# PPL	Room Rental
Thursday, June 25, 2020	7:00am – 9:00am	Registration	Emerald Ballroom Foyer	Schoolroom	3	Waived
Thursday, June 25, 2020	7:30am – 8:30am	Breakfast	Crystal Ballroom	Crescent Rounds	250 seating 150 eating	Waived
Thursday, June 25, 2020	8:30am – 5:00pm	General Session	Emerald Ballroom	Crescent Rounds	250	Waived
Thursday, June 25, 2020	12:00pm – 1:00pm	Lunch	Crystal Ballroom	Crescent Rounds	250	Waived
Thursday, June 25, 2020	6:00pm – 8:00pm	Dinner	Crystal Ballroom	Crescent Rounds	250	Waived
Friday, June 26, 2020	7:30am – 8:30am	Breakfast	Crystal Ballroom	Crescent Rounds	250	Waived
Friday, June 26, 2020	8:30am – 5:00pm	General Session	Emerald Ballroom	Crescent Rounds	250	Waived
Friday, June 26, 2020	10:30am – 11:00am	AM break	Crystal Ballroom	Crescent Rounds	250	Waived

Hotel reserves the right to assign and change specific meeting rooms at its discretion. Group must obtain final approval from Hotel before publishing meeting room names. Once the final agenda has been submitted to the hotel, the client acknowledges all additional space in the contract is released.

A 25% service charge of the total food and beverage revenue, total meeting room rental and total AV revenue (plus all applicable taxes) will be added. This includes an 11% gratuity for banquet employees. No other fee or charge is a tip, gratuity, or service charge for any employee. All fees are subject to change. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.

Separate meeting rooms reserved and designated for meals only, will be charged a \$1,000++ room rental fee.

EXHIBITS AND TABLETOP DISPLAYS

\$100.00* per exhibit or tabletop display – billed to the Master Client

(*A 25% service charge of the total food and beverage revenue, total meeting room rental and total AV revenue (plus all applicable taxes) will be added. This includes an 11% gratuity for banquet employees. No other fee or charge is a tip, gratuity, or service charge for any employee.) All fees are subject to change.

If you require any of the following items in the next three paragraphs, you must notify the Hotel using the below form no later than 30 days prior to start of the conference.

The following items are provided by the Hotel for each \$100.00 display:

One (1) 6' table cloth or box draped (depending upon room layout and availability), two (2) banquet chairs, one (1) wastebasket, cleaning services and applied to a 25% service charge of the total food and beverage revenue, total meeting room rental and total AV revenue (plus all applicable taxes) will be added. This includes an 11% gratuity for banquet employees. No other fee or charge is a tip, gratuity, or service charge for any employee. All fees are subject to change.

The following items can be provided for your exhibitors and will be billed to the master account: (see attached form)
Electrical power, audio-visual services, pipe & drape, table skirting, security guard service, decorations, lighting.

Drayage Booths can be supplied by an outside vendor which we can recommend to you upon request.

CATERING SERVICES: A minimum of **\$30,000.00** in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the Guaranteed Amount. Such amount shall be subject to a 25% service charge of the total food and beverage revenue, total meeting room rental and total AV revenue (plus all applicable taxes) will be added. This includes an 11% gratuity for banquet employees. No other fee or charge is a tip, gratuity, or service charge for any employee, which shall be paid by Group (service charge and administrative fees are taxable). A 5% Event fee will be applied to events only to cover as administration, logistics, recycling, and liability coverage. All fees are subject to change.

FOOD & BEVERAGE POLICY: Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.

A 25% service charge of the total food and beverage revenue, total meeting room rental and total AV revenue (plus all applicable taxes) will be added. This includes an 11% gratuity for banquet employees. No other fee or charge is a tip, gratuity, or service charge for any employee. A 5% Event fee will be applied to events only to cover as administration, logistics, recycling, and liability coverage. All fees are subject to change. Menu prices will be confirmed six months prior to scheduled function.

Final menu selections, meeting agendas including requested room sets and Audio Visual requirements must be submitted to Hotel's Catering/Convention Service Manager at least 30 days in advance to first scheduled event; otherwise, hotel reserves the right to choose selections from the meeting planner package.

Should hotel not receive final menu selections, meeting agendas including requested room sets and Audio Visual requirements at least 30 days in advance to first scheduled event, previously negotiated discounted or complimentary room rental will not be honored and current published room rental charges will apply. See meeting agenda chart above.

At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the General Manager or his designee), Hotel will not be responsible for any specific dietary requests or requirements.

Signed BEOs must be received no later than 10 days prior to first scheduled event. Failure to comply may result in menu adjustments based on current inventory and insufficient staffing levels.

The Catering Office must be notified of the guarantee attendance no later than Noon, three working days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Thursday. Hotel agrees to set 5% percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.

Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

AUDIO-VISUAL & 3rd PARTY SUPPLIERS: The Westin San Diego is the onsite provider of all Audio Visual Equipment and Services for The Westin San Diego. All audio visual equipment and services are subject to a 25% service charge of the total AV revenue (plus all applicable taxes) will be added. This includes an 11% gratuity for banquet employees. No other fee or charge is a tip, gratuity, or service charge for any employee. All fees are subject to change.

Should the Group consider utilizing outside audio visual, the hotel will impose an Event Technology Fee of up to 25% service charge of the AV revenue (plus all applicable taxes) will be added of the equipment rental value for similar items based on the Hotel's published rates. This includes an 11% gratuity for banquet employees. No other fee or charge is a tip, gratuity, or service charge for any employee. This would include an audio visual representative onsite for the duration of your program from 8:00 am to 5:00 pm. Any extra equipment required, including assistance for set-up, provided by Hotel, is subject to the hotel's standard fees.

If the group chooses to retain vendors, other than The Westin San Diego Hotel's in-house department, to provide services and/or equipment for Group's event at the Hotel, Group acknowledges and agrees that any damage to The Westin San Diego hotel, or to the outside vendor's

employees, equipment or property, or to any guest or third party caused in whole or in part by the outside vendor, is the sole responsibility of Group and the outside vendor. Not later than thirty (30) days prior to your event, all non-preferred outside vendors are required to (1) execute agreements to indemnify, defend and hold the Hotel harmless from any act or omission committed by the vendor while the vendor is on Hotel property; and (2) provide proof of insurance, with a carrier and with limits acceptable to the Hotel, and identify the Hotel as an additional named insured on said insurance policy.

Your meeting services representative will provide a list of preferred vendors and guidelines by which they must perform on site. Please note that The Westin San Diego Hotel reserves the right to prohibit the continuance of services provided by an outside vendor if said vendor fails to adhere to guidelines established to ensure appropriate service to and safety of our guests.

If applicable, please ensure all estimated charges for audiovisual services provided by Hotel are included in purchase orders and or applications for direct billing.

SECTION FOUR: BILLING/CREDIT PROCEDURES

MASTER ACCOUNT: The manner of payment of the Master Account shall be established upon approval of Group's credit. Group must complete the attached direct billing application and return to Hotel upon the execution of this Agreement. **Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved.** If Group has been approved for Direct Billing, group will be notified 90 days prior to arrival, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein. In order to be considered for Direct billing, group must first meet the minimum requirement of \$10,000 and hotel credit references supplied by client will need to reflect past payment history equal to that being requested for the event.

DEPOSIT: If Group is not approved for a Master Account, Hotel requires a non-refundable deposit of all estimated charges in order to guarantee a hold on Group's room block and/or meeting space. Another method of payment will be required according to the following schedule:

Deposit Type	Dues Date	Amount Due
Deposit One	11/22/19	\$7,367.25
Deposit Two	12/10/19	\$7,367.25
Deposit Three	02/10/20	\$7,367.25
Deposit Four	03/10/20	\$7,367.25
Deposit Five	04/10/20	\$7,367.24
Final Deposit	06/10/20	\$7,367.24

*Final deposit amount is subject to change based on Estimate Master Account Charges at time of deposit.

If Deposit is not received by the above date, Hotel will no longer be required to continue to hold the room block or meeting space requested by Group.

BILLING INFORMATION: Guestrooms, tax, and incidentals will be paid by each individual. Food & beverage, room rentals, audio & visual, etc. to master bill.

INCIDENTALS: Individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

SECTION FIVE: CANCELLATION/ATTRITION

CANCELLATION OF ROOM RESERVATIONS: Guests are responsible for paying for their own accommodations. Deposits (taken either in cash or by credit card) are refunded or credited only if notice is received 72 hours prior to arrival date and cancellation number must be obtained by guest.

GROUP'S CANCELLATION: Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

If you decide to cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the hotel of trying to re-sell the space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

If such payment does not accompany the Group’s cancellation notice, the amount owed by the Group shall be determined in accordance with the scale below by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel’s liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (#340 <i>total room nights x \$173.00 guestroom rate</i>):	\$58,820.00
Minimum Food & Beverage Revenue (<i>based on committed food & beverage minimum</i>):	\$30,000.00
Meeting Room Rental:	Waived
Total Minimum Revenue:	\$88,820.00

Attrition: The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group’s failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenue.

The Group will be responsible for paying the amount indicated by the chart below:

Guestroom Utilization	Group Pays
289 room nights or more	-0-
288 room nights or less	100% of lost revenues

For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group’s block times the average room rate of rooms actually utilized, plus tax. For purposes of this section, rooms will be considered utilized only if booked through the approved channels at the contracted rates. (Rooms will not be considered utilized under this Agreement, for example, if booked through the internet or directly by the guest using a different discount program). Overachievement of the Guest Room Minimum for any date during the Event may not be applied to any other date during the Event.

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Date of contract signature – December 24, 2019:	\$22,205.00 [amount equal to 25% of total anticipated revenue]
December 25, 2019 – March 24, 2020:	\$44,410.00 [amount equal to 50% of total anticipated revenue]
March 25, 2020 – May 24, 2020:	\$66,615.00 [amount equal to 75% of total anticipated revenue]
May 25, 2020 – June 24, 2020:	\$88,820.00 [amount equal to 100% of anticipated revenue]

MULTIPLE CONTRACTS: Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel’s sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel’s opinion, any term of this Agreement.

MISCELLANEOUS

SIGNS AND DISPLAYS/USE OF HOTEL NAME: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

CONTRACTED VENDORS: Hotel has contracted with certain other providers of services (e.g., destination management companies, florists or drayage/exhibit provider) that Group may elect to use to provide services for its meeting or event (“Contracted Vendors”). Although the use of Contracted Vendors is encouraged, Group may use its own vendors for these services provided that Group’s proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements.

SECURITY: Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the services.

WESTIN SMOKE FREE POLICY: In alignment with all Westin Hotels, The Westin San Diego is a smoke free hotel. The hotel is smoke free in all areas of the Hotel: lobby, guest rooms, restaurant, lounge, meeting and banquet facilities. Restaurants on property that are not operated by Westin may not participate in the smoke free policy. To protect the smoke free environment, the Hotel will post a \$200 cleaning fee to the account of any guests who smokes in their hotel room. To ensure the cooperation and comfort of Group's attendees, Group agrees to advise its attendees in writing in promotional materials for Group's event of the Westin Smoke Free policy, and Westin will also advise the attendees upon check in.

SHIPPING AND PACKAGES: In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Due to limited space, the hotel cannot accept packages more than 48 hours prior to the beginning to the conference date. Handling charges will apply. Hotel has no liability for the delivery, security or condition of the packages.

CHARGES

shipping/receiving fees: (inclusive of fees & taxes)

<u>size</u>	<u>delivery</u>	<u>ship</u>	<u>storage (above 72 hours)</u>
- envelopes	\$3.94	\$2.63	\$2.63
- 1-25 lbs.	\$9.20	\$6.57	\$6.57
- 26-50 lbs.	\$19.71	\$6.57	\$6.57
- 51+ lbs.	\$32.87	\$25.50	\$25.50
- golf clubs/display case	\$46.01	\$26.29	\$26.29
- pallets ½ under 36"	\$131.45	\$98.59	\$98.59
- pallets full	\$197.19	\$130.38	\$130.38
- crates under 150 lbs.	\$131.45	\$98.59	\$98.59
- crates over 150 lbs.	\$197.19	\$130.38	\$130.38

We are unable to guarantee prompt delivery of improperly labeled packages. Therefore, shipped materials should read:

The Westin San Diego
In House: CalSAWS Annual Conference Jun2020
 <On-site Group Contact Name or Exhibitor/Vendor Company>
 c/o The Westin San Diego Erica J. Benford-Riley (Sales Manager)
 400 West Broadway
 San Diego, CA 92101

Due to limited space, the hotel cannot accept packages more than 48 hours prior to the beginning of the conference date. In order for the Hotel to receive, manage and to store materials, handling charges apply to all incoming and outgoing shipments, including those shipped via pre-paid accounts:

- *Fees apply to both incoming and outgoing packages.
- *Pallets are billed differently.
- *The Group will be responsible for packing, labeling and shipping of outgoing materials.
- *Storage for all Group Packages Complimentary for 72 hours. Storage charges apply following 72 hours.
- *If the hotel is unable to accommodate storage, packages will not be accepted and be returned to sender.
- *All package handling and storage rates are up to the discretion of the hotels banquet/purchasing staff.
- * Storage of packages received outside of the set periods will incur additional fees.

For inquiries regarding packages, please contact the hotel operator at (619)239-4500.

PARKING: Hotel parking is available at the prevailing rates. Valet Parking is available to Hotel guests at a cost of **\$50.00** per day with in and out privileges. These charges may be paid individually or applied to the Master Account. Parking charges for Hotel guests are not included in the Group Room Rate. Self-parking options are also available within the vicinity of the hotel. **All parking rates are subject to change.**

SIGNING AUTHORITY: The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: _____ Signature: _____

Name: _____ Signature: _____

HOTEL CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 400 West Broadway San Diego, CA 92101 Attn: (meeting planner name). Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

MARRIOTT BONVOY TRAVEL PROGRAM – QUALIFIED FOR REWARDING EVENTS: Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Group and has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

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

In addition, Rewarding Events is available only if Group’s own policies permit the Member identified below to receive Rewarding Events points or airline miles for the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

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

GROUP MUST CHECK ONE OPTION BELOW:

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

Member Name _____
Marriott Bonvoy Travel Program Member Number _____

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

Frequent flier airline miles account number _____
Airline Name _____

OR

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

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

GENERAL PROVISIONS

DAMAGE CLAUSE: In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group’s Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively “Claims”) arising out of or cause by Group’s negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

GROUP’S PROPERTY: Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel’s liability for items stolen in guestrooms or items kept in Hotel’s safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel’s insurance policy for the loss of Group’s property or the property of any of its attendees or invitees.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

DISPUTE RESOLUTION: Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

MISCELLANEOUS: The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.

PAYMENT: Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity

COMPLIANCE WITH LAWS: Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Hotel relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Friday, November 15, 2019**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Friday, November 15, 2019**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Interstate Management Company, LLC, as Agent
for DiamondRock San Diego Tenant, LLC, dba The Westin San Diego

CalSAWS Consortium

By: _____

By: _____

Name: Mrs. Erica J. Benford-Riley, MBA

Name: Mr. Barry Zimmerman

Title: Sales Manager

Title: CalSAWS JPA Board Chair

Date: _____

Date: _____

Ann Manning
Director of Sales and Marketing

_____ Initial