

THE WESTIN

SAN DIEGO

GROUP SALES AGREEMENT

This agreement (the “**Agreement**”) is made and entered into by and between the legal owner entity of **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** (hereinafter referred to as “**Group**”). This Agreement will become binding on both parties only after it is signed by both parties.

GROUP INFORMATION

Contact Jennifer Smith	Stacey Sumner
Title: Executive Assistant to John Boule	Sales Manager
Company: CalSAWS	The Westin San Diego
Address: 11290 Pyrites Way, Suite 150	400 West Broadway
Rancho Cordova, CA 95670	San Diego, CA 92101
Phone: (916) 282-3834	Phone: 619-338-3657
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Date of event: January 24-26, 2024

Type of event: Guestrooms and Functions

Opportunity #: M-QFY1GT0

Quote #: M-QH72LF9

Name of Event: CalSAWS Annual Conference and JPA Member Representatives Meeting

GROUP ROOM RESERVATIONS

Sleeping Rooms and Rates

Hotel agrees that it will provide, and Group agrees that either Group or guests of Group (as specified below) will purchase, room nights in the Hotel in the following pattern (the “**Room Block**”):

	Sleeping Room Rates	Wednesday 01/24/2024	Thursday 01/25/2024	Friday 01/26/2024
Run of House	\$249.00	175	175	C/O
Total Number of Rooms		175	175	

Taxes

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.

If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) 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 Hotel remit tax for the room nights covered by this Agreement.

Parking

Parking charges for Hotel guests are not included in the Group Room Rate. Valet-parking options are available for \$56.00 per night.

Destination Fee

Hotel rates are subject to a Hotel Facility Fee of \$15.00 per night (normally \$25.00), plus tax which includes the following:

- High speed internet access in guestroom
- Local and domestic long-distance phone calls in guestroom
- 2 bottles of water per day upon request
- Round-trip airport transportation
- Guest Service Instant Messaging Service
- Bike rentals (up to 2hrs)

Commission

All rates are non-commissionable.

Sleeping Room Performance

Group acknowledges that if it uses the Hotel, but Group and/or Group's guests do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Hotel is used, but less than **eighty-five percent (85%)** of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated, plus any applicable taxes (the "**Sleeping Room Performance Fee**").

Guest Relocation

No guaranteed reservations will be walked. Any and all attendees walked are understood to be walked as a last result of Hotel error and expressly not as a result of the presence of another Group. If the Hotel fails to provide a sleeping room to an attendee holding a guaranteed reservation, the Hotel shall provide to each such attendee the following for each night that the attendee is not accommodated by the Hotel:

1. Complimentary sleeping accommodations at a nearby and equal or better hotel that meets with the group's approval.
2. Complimentary transportation to and from the substitute hotel, as needed.
3. Upon return to the Hotel, upgraded accommodations at the Group Rate.

In the event the relocation of one or more of the Groups attendees becomes necessary, the hotel will immediately inform the Group as the Group reserves the right to determine which attendees will be relocated. Further, in the event of any such relocation, the Group will continue to receive room night credits in the calculation of the complimentary room policy.

Concessions

Hotel will provide the following additional concessions if at least eighty-five percent (85%) of the total number of room nights reserved under Guest Room Accommodations are used and paid for by you and your attendees. Additional concessions will not be provided if attrition fees are incurred by Group:

- Destination Fee at \$15 per room, per night
- Group rate offered two (2) days pre/post stay dates
- One (1) Suite upgrade at the Group rate of \$249, January 24-26, 2024
- 10% discount on Audio-Visual equipment with exclusive use of the on-site company, Encore
- Meeting room rental fee waived with a guaranteed Food & Beverage minimum of \$55,000

Early Departure Charge

All sleeping rooms shall be subject to an Early Departure Charge equal to one night's room rate, plus applicable fees, taxes and assessments will be applied to the Individual Guest's Credit Card on file. Group shall be responsible for disclosing to guests this early departure fee.

Arrival Date

The term “Arrival Date” in this Agreement refers to earlier of the first date of the Room Block and the first of any Functions.

Sleeping Room Reservations

Individual Reservations: Each individual guest must make their own reservations by calling 1-888-627-9033 by **Friday, December 22, 2023**. They must identify themselves as members of the **CalSAWS Annual Conference and JPA Member Representatives Meeting** 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. 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.

Cutoff Date

After **Friday, December 22, 2023** (the “Cutoff Date”), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

Sleeping Room Payment

Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g. room service, gift shop charges and in-room entertainment fees). At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold in accordance with Hotel's standard procedure or process a prepayment in the amount of the guest's estimated charges, if prepayment has not already been made. Group shall notify its guests of this policy.

FUNCTION ROOM AND CATERING SERVICES

Function Rooms

Hotel shall make the following reservations of meeting spaces for Group functions (“Functions”):

Date	Day	Start Time	End Time	Set-up	Function	Attendees	Room Rental
01/25/2024	Thursday	7:00AM	8:00AM	Crescent Rounds	Breakfast	300	Waived
01/25/2024	Thursday	8:00AM	4:00PM	Crescent Rounds	General Session	300	Waived
01/25/2024	Thursday	12:00PM	1:00PM	Crescent Rounds	Lunch	300	Waived
01/25/2024	Thursday	1:00PM	4:00PM	Crescent Rounds	Breakout Session	150	Waived
01/25/2024	Thursday	1:00PM	4:00PM	Rounds	Breakout Session	150	Waived
01/25/2024	Thursday	4:00PM	5:00PM	Cocktail	Welcome Reception	300	Waived
01/25/2024	Thursday	5:00PM	9:00PM	Rounds	Dinner	300	Waived
01/26/2024	Friday	8:30AM	10:30AM	Crescent Rounds	General Session	300	Waived
Total Anticipated Food and Beverage Revenue: \$55,000.00*							
* This figure does not include service charges, taxes or fees for sales of food, beverages and related services by Authorized outside vendors:							

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.

Food and Beverage Performance

A minimum of **\$55,000.00** 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 as well to help cover 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 as well to help cover 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.

Exhibits and Tabletop Displays

\$150.00* per exhibit or tabletop display

(*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 as well to help cover administration, logistics, recycling, and liability coverage.) 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 \$150.00 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. A 5% Event fee will be applied as well to help cover administration, logistics, recycling, and liability coverage. 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.

Function Room Rental Fees

If the Group is able to meet the Food and Beverage Minimum (as defined below), Hotel will waive any Function Room Rental Fee. If Group seeks to modify the Room Block or the size or number of Functions, Hotel reserves the right to charge Function Room Usage Fees applying rates ordinarily assessed by Hotel for use of the applicable spaces.

Function Room Set-up and Operation

Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

Function and Other Charges

Group will be responsible for all other charges incurred pursuant to this Agreement, including (without limitation) any Function Room Usage Fees, audio visual charges, internet charges, and fees for food and beverage at Functions. All such charges shall be billed to Group's Master Account will and be subject to applicable sales tax.

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.

Audio-Visual Services

The Westin San Diego Downtown maintains a full service, on-site event technology production company through Encore. Should the Group choose to utilize an outside audio-visual vendor, an Encore production liaison will be required to be onsite during load in/out and all hours of production at the client's expense. The role of the liaison is purely supervisory, and he or she is not permitted to assist or operate any equipment and represents the property to ensure safety standards are met in accordance with the hotel. A minimum of 5 hours (per day) at the rate of \$130.00 per hour will be charged for the services of a liaison and the hours will be adjusted to match your production schedule. Any extra equipment required, including assistance for set-up, provided by Hotel or Encore, is subject to the standard fees. Should Encore be utilized in an appropriate capacity or support role, consideration will be given to waiving or reducing this charge.

If the Group chooses to retain vendors, other than Encore, to provide services and/or equipment for Group's event at the Hotel, Group acknowledges and agrees that any damage to 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 approved 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; (2) provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises with limits acceptable to the Hotel, and identify the Hotel as an additional named insured on said insurance policy and (3) comply with all federal and local codes as well as those of The Westin San Diego Downtown.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The 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.

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.

Outside Contractors

If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. Hotel may require the execution of an indemnity agreement and certain minimum insurance coverages as part of that consent.

If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account.

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 smoke 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
<CalSAWS with the On-site Contact Name or Exhibitor/Vendor Company>
c/o The Westin San Diego
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.

BILLING/CREDIT PROCEDURES

Payment by Credit Card or Company Check

If CalSAWS wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement CalSAWS. shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by CalSAWS.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check. CalSAWS. agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

Deposit Schedule: 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 below schedule: (Resconnect CC Authorization Form, Wire Payment, or Check Payment).

Deposit Type	Due Date	Amount Due
Initial Deposit	Thursday, October 2, 2023	\$38,590.00
Second Deposit	Monday, December 1, 2023	\$38,590.00
Final Payment	Time of Guarantee, fifteen (15) days prior to the Group's Arrival	

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

Group is responsible for payment of Food & beverage, misc. meeting room charges etc. to Master bill.

Individuals are responsible for Room, tax and Incidentals

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.

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: _____

Outstanding Balance

Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one-and one-half percent (1.5%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Notwithstanding any other provision in this Agreement, if the Hotel deems it necessary to employ an attorney or institute legal action against Group to recover any unpaid balance under this Agreement, Group shall pay all costs in connection with such action, including court costs and reasonable attorneys' fees and expenses. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. 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. Should the Group dispute a charge on the Master Account, the Group shall remit the undisputed amount to the Hotel at the same time it provides notice of the dispute to the Hotel.

CANCELLATION

Cancellation by Group

The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from the Group's use of the Hotel. The table itself is not intended to warrant that the Group's use of the Hotel will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Group's use of the Hotel.

Summary of Revenue Anticipated by Hotel from Group	
Total Anticipated Sleeping Room Revenue	\$87,150.00
Total Anticipated Food and Beverage Revenue	\$55,000.00
Total Anticipated Revenue**	\$142,150.00
** This figure does not include service charges, taxes or fees for services by any authorized outside vendors.	

Group acknowledges that if it cancels or otherwise substantially abandons the Agreement (a "**Cancellation**"), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel's damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group's relocation to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a "**Cancellation Fee**").

Date of Written Cancellation Notice	Amount of Cancellation Fee
[Date of Agreement] to Sunday, September 1, 2023	\$71,075.00
From Monday, September 2, 2023 to Friday, November 1, 2023	\$106,612.50
From Thursday, November 2, 2023 to [Arrival Date]	\$127,935.00

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

Force Majeure

Either party may cancel the Agreement without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, curtailment of transportation that prevents at least fifty percent (50%) of the attendees from attending the peak night of the Room Block, to the extent that the above described event(s) or circumstance(s) makes it illegal or impossible for Hotel to provide, or for Group in general to use, the premises of Hotel. The Agreement cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or budget cut. Either party that wishes to cancel the Agreement pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation within ten (10) days after learning about such event or circumstance. This provision shall not, however, relieve either party from using its reasonable commercial efforts to avoid, remove or mitigate such force majeure event and to continue performance with reasonable dispatch whenever such causes are removed.

If the Agreement is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

MISCELLANEOUS

Notices

All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a required copy to Aimbridge Hospitality, 5301 Headquarters Drive, Plano, Texas, 75024 Attn: General Counsel. 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.

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.

Damage to Hotel Premises

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

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.

Indemnification

Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising out of or related to a breach of this Agreement and/or the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

Strike or Other Labor Dispute

In the event of any strikes, work stoppages or other labor disputes, actual or threatened, involving Hotel's employees, Hotel shall promptly notify Group, and Group may cancel this Agreement without any liability upon written notice to Hotel if, in Group's reasonable judgment, such labor dispute may tend to materially disrupt or interfere with the use of the facilities or quality of service to be provided under this Agreement.

Disturbances

Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog, offensive smells, picketing, or any other form of protest. Neither Group nor its contractors will use such features without advance approval of Hotel.

Additional Remedies

If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents, guests or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Agreement pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Agreement. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

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 meeting rooms, sleeping rooms or anywhere on Hotel's premises. 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. Property of Group is the sole responsibility of Group and/or its owner.

Compliance with Laws

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws. Hotel represents and warrants that it shall be in full compliance with all applicable governmental laws and regulations during Event Dates, including specifically all applicable fire, health and safety codes and regulations, sanitation guidelines and the Americans with Disabilities Act.

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 upon notice to Group, without penalty and Group shall remain liable for all obligations under this Agreement.

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 constitutes the entire agreement between the parties covering the Room Block and Function(s) and supersedes any previous agreements, communications, representations, or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless

such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

Disability Accommodations

Both parties shall be responsible for complying with applicable disability and related statutes and ordinances and Hotel represents as follows: (i) there are no physical barriers to access to the meeting rooms (e.g., speakers' platform and public address systems) and common areas (e.g., restaurants, rest rooms, and public telephones); and (ii) Hotel provides auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by Hotel than other individuals (e.g., Braille room service menus or reader).

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.

No Assignment

Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. In the case of a Group assignment under this paragraph, Group shall provide notice to the Hotel and Group shall remain liable unless and until Hotel releases the Group. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

Miscellaneous

Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is 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. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

EXECUTION OF AGREEMENT

If a signed original of this Agreement has not been received by the Hotel prior to **Friday, July 21, 2023**, 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, July 21, 2023**, 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

By: Stacey Sumner

Name: Stacey Sumner

Title: Sales Manager

Date: 7/19/2023

Kleber Caceres

Director of Sales and Marketing

_____ Initial

By: _____

Name:

Title:

Date: _____