

THE WESTIN

SAN DIEGO
 GASLAMP QUARTER

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Westin San Diego Gaslamp Quarter, 910 Broadway Circle, San Diego, CA, 92101-6114, (619) 239-2200 and CalSAWS Consortium.

ORGANIZATION: CalSAWS Consortium
 CONTACT:

Name: Jennifer Seel
 Street Address: Executive Assistant
 City, State, Postal Code: 620 Roseville Parkway
 Country/Region: Roseville, CA 95747
 Phone Number: (916) 282-3834
 E-mail Address: seelj@calsaws.org

NAME OF EVENT: CalSAWS Annual Conference 2025
 REFERENCE #: M-U433ZUJ
 OFFICIAL PROGRAM DATES: Wednesday, June 25 – Friday, June 27, 2025

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, **350** room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Traditional Run of House	Suites	Total Rooms
06/25/2025	Wed	172	3	175
06/26/2025	Thu	172	3	175
TOTAL		342	8	350

Start Date	End Date	Room Type	Single/Double
06/25/2025	06/26/2025	Traditional Run of House	\$237.00 *Prevailing per diem*

Hotel confirms the group rates plus: applicable state and local taxes (currently 12.77 %), Occupancy Tax (10.5%), San Diego Tourism Marketing District Assessment (2%) and CA Assessment Fee (0.27%) in effect at the time of check in.

GOVERNMENT RATES

Hotel reserves the right to charge the prevailing U.S. government prescribed per diem in effect at the time of the meeting.

COMMISSION

The group room rates listed above are net non-commissionable. CalSAWS Consortium will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

STANDARD GROUP AMENITIES FEE - DECLINED

Room rates will not be subject to the daily Group Amenities Fee of \$14.00 per room, per night (plus tax). This fee covers the following amenities:

- Two Glasses of Craft Beer or Two Glasses of House Wine in Bronze Bird
- Premium Internet in Guest Room and Lobby
- Westin Gear Lending for One Person

Covered amenities are subject to change. If declined, Group understands that they will be responsible for purchasing on an a la carte basis any services covered by the destination amenity fee at the rate in effect at the time of the event.

ROOMS ATTRITION

Hotel is relying upon CalSAWS Consortium's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue \$45,000.00. CalSAWS Consortium agrees that a loss will be incurred by Hotel if CalSAWS Consortium's actual usage is less than eighty-five percent (85%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a fifteen percent (15%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as attrition charges to CalSAWS Consortium's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

METHOD OF RESERVATIONS

Hotel is pleased to offer CalSAWS Consortium the use of an online group reservations system. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number. It is the responsibility of CalSAWS Consortium to publish and provide this information to potential attendees through the planner's meeting website or through email. CalSAWS Consortium shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date of **Wednesday, June 4, 2025**. Any reservations made after the Cutoff Date of **Wednesday, June 4, 2025** shall be at the Hotel's then current available rate.

Hotel will provide CalSAWS Consortium with information about how to access its information through the online group reservations system.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by CalSAWS Consortium. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Prior to the cut-off date, sleeping rooms above and beyond the contracted room block will be added based on room and rate availability, and at the hotel's discretion. Reservations by attendees must be received on or before **Wednesday, June 4, 2025**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the CalSAWS Consortium group rate after this date.

NO ROOM TRANSFER BY GUEST

CalSAWS Consortium agrees that neither CalSAWS Consortium nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with CalSAWS Consortium reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

COMPLIMENTARY ROOMS

Organization Name will be entitled to one (1) complimentary room for every fifty (50) revenue-generating room nights occupied on a cumulative basis.

UTILIZING COMPLIMENTARY ROOMS

Complimentary guest rooms must be utilized during the Event.

BILLING ARRANGEMENTS

The following billing arrangements apply:

- Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)
- Event Charges to Master Account

MASTER ACCOUNT

Hotel must be notified in writing at least five (5) days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of CalSAWS Consortium’s credit. If credit is approved, the outstanding balance of CalSAWS Consortium Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

CalSAWS Consortium will raise any disputed charge(s) within ten (10) days after receipt of the invoice. The Hotel will work with CalSAWS Consortium in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

CalSAWS Consortium has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- _____[agreed alternative]

CalSAWS Consortium may not change this form of payment.

In the event that credit is not approved, CalSAWS Consortium agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group’s event.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If CalSAWS Consortium 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 Consortium 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 Consortium.

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 Consortium agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
\$15,000.00	November 30, 2024
\$15,000.00	March 25, 2025
\$25,000.00	May 25, 2025
100% of Remaining estimated balance	Three (3) Business days prior to event (Ten Days If Paying By Check)

Additionally, a cash or credit deposit will be required in the amount of 10% of the Total Event Estimated Charges to guarantee payment of any additional charges incurred during the Event.

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than fifteen percent (15%), the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment, and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide CalSAWS Consortium with the following special concessions:

1. Meeting room rental waived based on hosted catered food and beverage minimum of \$45,000.00 plus staff charge and house charge that applies to food, beverage and rental, plus sales tax.
2. 15% allowable guestrooms attrition.
3. The group rates will apply three (3) day(s) prior and three (3) day(s) following the dates outlined on this agreement based upon room and rate availability.
4. Three (3) Suite Upgrades at the Group Rate as Outlined in the Room Block Grid Above
5. Three (3) VIP Welcome amenities of hotel's selection.
6. One (1) complimentary room night for every fifty (50) revenue-generating room nights occupied on a cumulative basis. Complimentary guest rooms must be utilized during the Event.
7. 20% Audio Visual discount, if exclusively utilizing our in-house Audio-Visual Provider, discount does not apply to labor, rigging, personnel charge or house charge that applies to audio visual or tax.
8. Complimentary WiFi in Meeting Space (basic browsing/emails) with Sole Use of Hotel's In-House AV Provider
9. Complimentary Welcome Branding on Lobby TV & Floor On Major Arrival Day
10. Complimentary basic wireless internet access in sleeping rooms for all Marriott Bonvoy Members.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by CalSAWS Consortium, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Day	Date	Start Time	End Time	Function	Set Up	# PPL	Function Space
Thu	6/26/2025	7:00 AM	8:00 AM	Continental Breakfast	Special	300	California Foyer (2 nd Flr) *Buffets in Foyer*
Thu	6/26/2025	8:00 AM	5:00 PM	General Session	Crescent Rounds	350	California Ballroom (2nd Flr)
Thu	6/26/2025	8:00 AM	5:00 PM	Breakout	Theater	150	Plaza (2 nd Flr)
Thu	6/26/2025	12:00 PM	1:00 PM	Lunch Buffet	Special	300	California Foyer (2 nd Flr) *Buffets in Foyer*
Fri	6/27/2025	7:00 AM	8:00 AM	Continental Breakfast	Special	300	California Foyer (2 nd Flr) *Buffets in Foyer*
Fri	6/27/2025	8:00 AM	12:00 PM	General Session	Crescent Rounds	350	California Ballroom (2nd Flr)
Fri	6/27/2025	8:00 AM	12:00 PM	Breakout	Theater	150	Plaza (2 nd Flr)

DAMAGE TO FUNCTION SPACE

CalSAWS Consortium agrees to pay for any damage to the function space that occurs while CalSAWS Consortium is using it. CalSAWS Consortium will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than CalSAWS Consortium and its attendees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

[CALSAWS CONSORTIUM] agrees to a minimum banquet food and beverage revenue of \$45,000.00 exclusive of Staff Charge (currently 16%), House Charge (currently 11%), and tax (currently 7.75%) (the “Minimum Banquet Food and Beverage Revenue”). **All food and beverage (F&B) prices and Staff and/or House Charges may increase as the result of changing market conditions, costs, taxes or other objective factors as determined by the Hotel. CalSAWS Consortium agrees to pay the prices and Staff and/or House Charges in effect at the time of the event. The Staff Charge on F&B is distributed in its entirety to employees providing the service. The House Charge on F&B is retained entirely by the Hotel to cover administrative, non-labor costs and is not a tip, gratuity or service charge for employees.** Hotel will confirm the food and beverage prices six (6) months prior to CalSAWS Consortium’s arrival date. CalSAWS Consortium shall provide Hotel with no less than 72 business hours prior to the first scheduled function advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CURRENT CATERING MINIMUM RATES

Hotel’s 2024 minimum catering prices are as follows:

Continental Breakfast:	\$43.00++ per person
Plated Breakfast:	\$46.00++ per person
Lunch Buffet:	\$58.00++ per person
Plated Lunch:	\$48.00++ per person
Dinner Buffet:	\$87.00++ per person
Plated Dinner:	\$67.00++ per person
Host Bar (Signature):	1st Hour - \$30.00++; Each Additional Hour \$22.00++
Reception (Food Only):	\$18.00++ per person
Reception (Beverage Only):	\$18.00++ per person

These rates are exclusive of Staff Charge (currently 16%) and House Charge (currently 11%) and any applicable tax (currently 7.75%). **All prices and Staff and/or House Charges may increase as the result of changing market conditions, costs, taxes or other objective factors as determined by the Hotel. CalSAWS Consortium agrees to pay the prices and Staff and/or House Charges in effect at the time of the event. The Staff Charge is distributed in its entirety to employees providing the service. The House Charge is retained entirely by the Hotel to cover administrative, non-labor costs and is not a tip, gratuity or service charge for employees.** All food and beverage served in the Hotel must be purchased from the Hotel.

CANCELLATION

CalSAWS Consortium acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of CalSAWS Consortium’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and CalSAWS Consortium’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, CalSAWS Consortium agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel’s actual harm;
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also

reasonably estimates Hotel’s ability to lessen its harm by reselling CalSAWS Consortium’s space and functions.

CalSAWS Consortium therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Agreement to March 25, 2025	50% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$59,475.00)
From March 26, 2025 to May 25, 2025	75% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$80,212.50)
From May 26, 2025 to June 20, 2025	90% of Total Room Revenue* + 40% of the Minimum Banquet Food and Beverage Revenue (\$92,655.00)
From June 21, 2025 to Day of Arrival (6/25/25)	100% of Total Room Revenue* + 70% of the Minimum Banquet Food and Beverage Revenue + Total Room Rental (\$114,450.00)

* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by CalSAWS Consortium’s average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that CalSAWS Consortium timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from CalSAWS Consortium relating to the Cancellation.

VALET

Hourly Parking: \$10.00
 Overnight Valet: \$60.00
Parking rates subject to change.

AFFILIATION

It is understood that CalSAWS Consortium is not in any way associated with, attending, or will compete with or attract participants of any other meeting or convention that the Westin San Diego Gaslamp Quarter may have contracted with previous to ~~Thursday, November 14, 2024~~ ~~Thursday, November 07, 2024~~. Should we find that CalSAWS Consortium is affiliated with any meeting or convention, we reserve the right to release meeting space and /or sleeping rooms, and all arrangements will be subject to termination, in such case, the cancellation fee as stated in this agreement will apply.

AV HOUSE CHARGE

Audio Visual (AV) prices are subject to a House Charge (currently 27%). **The House Charge may increase as the result of changing market conditions, costs, taxes or other objective factors as determined by the Hotel. CalSAWS Consortium agrees to pay the House Charge in effect at the time of the event. The AV House Charge is retained entirely by the Hotel and/or AV Provider, is used to cover administrative, non-labor costs and is not a tip, gratuity or service charge for employees. AV employees are not customarily tipped, so tips are not expected. All prices are subject to applicable taxes (currently 7.75%).**

TECHNICAL SERVICES

Encore is Hotel’s preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel’s and Encore’s equipment and expertise, a fee of \$1,350.00 will be charged if CalSAWS Consortium such a provider.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE WITH LAW

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 CalSAWS Consortium agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or CalSAWS Consortium will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE

CalSAWS Consortium understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

CalSAWS Consortium will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

CUSTOMER SIGNAGE IN HOTELS

All public-facing signage and materials are subject to Hotel approval and may be removed from public view by Hotel at its discretion.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate CalSAWS Consortium's needs. If such special setups or extraordinary formats are requested, Hotel will present CalSAWS Consortium two (2) alternatives: (1) charging CalSAWS Consortium the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If CalSAWS Consortium requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If CalSAWS Consortium wishes to hire outside vendors to provide any goods or services at Hotel during the Event, CalSAWS Consortium must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to CalSAWS Consortium, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

CalSAWS Consortium will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that CalSAWS Consortium may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and CalSAWS Consortium has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy 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 SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*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.”

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that CalSAWS Consortium has given to the Hotel. CalSAWS Consortium agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to CalSAWS Consortium.

ACCEPTANCE

When presented by the Hotel to CalSAWS Consortium, this document is an invitation by the Hotel to CalSAWS Consortium to make an offer. Upon signature by CalSAWS Consortium, this document will be an offer by CalSAWS Consortium. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies CalSAWS Consortium at any time prior to CalSAWS Consortium’s execution of this document, the outlined format and dates will be held by the Hotel for CalSAWS Consortium on a first-option basis until **Friday, November 15, 2024**. If CalSAWS Consortium cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, CalSAWS Consortium and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by CalSAWS Consortium:

Name: (Print) Julia Erdkamp

Title: (Print) Executive Director

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____