



## GROUP CONTRACT

Fairmont San Francisco  
950 Mason Street | San Francisco, CA 94108  
415-772-5000

Date: June 24, 2025

This Group Contract, including the attached Terms and Conditions (the "Contract") is between CalSAWS on behalf of CalSAWS and Fairmont San Francisco. For ease of communicating throughout the Contract, Fairmont San Francisco will be referred to as "Hotel, "us, or "we" and the CalSAWS will be referred to as "Group" or "you".

### CONTACT INFORMATION

**CONTACT:** Jennifer Seel | Executive Assistant  
**ADDRESS:** 11971 Foundation Place 3rd Floor  
Gold River, CA 95670  
**TELEPHONE:** 209-743-2785  
**EMAIL ADDRESS:** [SeelJ@CalSAWS.org](mailto:SeelJ@CalSAWS.org)  
**PROGRAM TITLE:** CalSAWS Consortium Conference

### PROGRAM DATES BEING HELD BY FAIRMONT SAN FRANCISCO

June 24, 2026 to June 26, 2026

At least 30 days prior to your arrival date, you will provide us in writing the names of those attendees authorized by you to make decisions for, and bind, your group, including the approval of charges over and above amounts contracted for in this Contract.

### AUTHORIZED AGENT/INTERMEDIARY

If you are working with us through a third-party meeting planner, agent or other intermediary (each an "Agent") you represent and warrant that (1) the Agent is authorized to negotiate, and otherwise act on your behalf for the purposes of, this Contract; (2) we may rely on the instructions of the Agent as if they were your own; and (3) if the Agent is executing this Contract on your behalf, that it is authorized to legally bind you to the terms and conditions of this Contract.

### ROOM/SUITE BLOCK

Upon our acceptance of this Contract, we will remove from our inventory and consider sold to you the room nights within the following arrival and departure pattern (the "Room Block"):

Date	06/24/26	06/25/26	Totals
Day	Wednesday	Thursday	
Staff Room – Fairmont Moderate	2	2	<b>4</b>
Run of Fairmont Rooms	170	170	<b>340</b>
One-Bedroom Suite	3	3	<b>6</b>
<b>Total Rooms</b>	<b>175</b>	<b>175</b>	<b>350</b>

Total Room Nights: **350**

### ACCESSIBLE ROOM REQUESTS

Please advise us of any accessible room requirements for your attendees as soon as possible so that we may endeavor to fulfill

your specific needs. Descriptions of our guest rooms are available on our website at <https://www.fairmont.com/san-francisco/> or otherwise by calling our Global Reservations Centre at 1-800-441-1414. If accessible rooms are unavailable during your program dates, we will include your request for accessible rooms on a waiting list.

#### **ROOM RATES**

We are pleased to confirm the following special rates for your 2026 program. Your Room Block is in the Run of Fairmont and One-Bedroom Suite categories. A limited number of alternate room types may be available during your program dates. Confirmation of rooms will be on an availability and request basis. Please let us know as soon as possible if you require rooms from any other room categories. If your room type selection is not available, the next available room type at the assigned rate will be offered.

<b>Room Type</b>	<b>Single</b>	<b>Double</b>
Staff Room – Fairmont Moderate	\$209.00	\$209.00
Run of Fairmont Rooms	\$279.00	\$279.00
One-Bedroom Suite <i>after concession</i>	\$529.00	\$529.00

#### **ADDITIONAL ROOM OCCUPANTS**

Maximum occupancy is 4 per room. Each extra person sharing a room will be charged an additional \$50.00 per night. There will be no charge for children up to and including the age of 17 years who share with their parents.

#### **PORTERAGE**

If there is a group arrival of ten (10) or more guest, a porterage fee of \$3.75 per bag, per guest will be accessed. This fee will not be charge if guest do not require any assistance with their luggage

#### **MEAL PLANS**

The above rates reflect the European Plan (EP) (accommodation only, no meals).

#### **ADDITIONAL FEES**

All plated meal functions are subject to a mandatory administrative fee of 10%, which is retained entirely by the Hotel. The administrative fee is not a tip, gratuity, or service charge for the benefit of employees. All plated meal functions are also subject to a mandatory gratuity of 15% that is distributed as a gratuity to the Hotel's banquets team and, as appropriate, other non-supervisory and non-managerial Hotel staff in the line of service.

All other functions (non-plated meal functions) are subject to a mandatory administrative fee of 8.5%, which is retained entirely by the Hotel. The administrative fee is not a tip, gratuity, or service charge for the benefit of employees. All non-plated meal functions are also subject to a mandatory gratuity of 16.5% that is distributed as a gratuity to the Hotel's banquets team and, as appropriate, other non-supervisory and non-managerial Hotel staff in the line of service.

Mandatory Administrative Fees and gratuities are subject to change without notice and, depending on the Hotel's location, may be subject to sales or other taxes. If you or your attendees wish to provide an additional tip to the Hotel's staff, please feel free to do so. The mandatory Administrative Fee and Gratuity, and any applicable taxes, will be posted to your Master Account.

You shall be solely and fully responsible for clearly and conspicuously informing your attendees of the type, amount and breakdown of any mandatory additional surcharges and/or fees, and also that any such fees and charges are separate and distinct from the amounts they are paying for food and beverage items and related taxes. You shall not lump these fees and charges into any category such as tax or menu prices in any program-related materials or in any other manner. You must inform your attendees of all such fees and charges before they book. Should any attendee object to paying these fees and/or charges, we will post them to your Master Account.

#### **CONCESSIONS**

We are pleased to extend the following, subject to you achieving at least 90% of your guestroom block pick-up:

- Complimentary Guest Room Internet for Accor Live Limitless (ALL) Membership (free enrollment)
- Complimentary access to fitness center, LiveFit, for Accor Live Limitless (ALL) Membership (free enrollment);
- Waived Urban Experience Fee (Value: \$35/day plus taxes – no inclusions)
- Complimentary easels, pens, pads & podiums

- Complimentary Basic Meeting room Internet/ WiFi if Encore Global is the sole AV provider
- 15% discount on AV equipment rental with Encore Global is the sole AV provider (labor not applicable)
- Two (2) Staff Rooms – Fairmont Moderate Room - at the discounted rate of \$209 per night, June 24 - 26, 2026
- Three (3) welcome amenities, hotel choice value \$75 per amenity
- Three (3) VIP One-Bedroom Suite upgrades at group rate June 24-26, 2026
- Reduced Meeting room rental of \$7,000 with Food & Beverage Minimum of \$55,000 being met

#### **CURRENCY / COMMISSION**

All of the rates and prices quoted in this Contract are in US funds and are net, non-commissionable.

#### **TAXES**

Currently room rates are subject to the following taxes, levies and/or assessments:

1) Occupancy Tax	14%
2) Tourism Assessment	3.5%
3) CA Tourism Assessment	0.195%

Currently, food and beverage, meeting and function room rental, and in-house audio/visual services are subject to the following taxes:

1) Food	8.625%
2) Beverage	8.625%
3) Meeting and Function Room Rental	8.625%
4) Meeting and Function Room Rental without F&B	14.195%

Please note that the above taxes, levies and/or assessments may change without notice.

#### **RESERVATION PROCEDURES**

As indicated above, upon acceptance of this Contract, we will remove the entire Room Block from our inventory. We require room reservations to assign attendees to specific rooms.

#### **GroupMAX**

Your attendees are responsible for making their own reservations. If your program is to take place within 6 months from the signing of this Contract, we will send a booking link to the individual listed as your contact on the Contract within 5 business days after receipt of the signed Contract, unless specified otherwise. This link will provide a custom booking website through which attendees may book individual rooms within the Room Block. If your program is to take place more than 6 months from the signing of this Contract, please request this link from your Event Sales/Services Representative. Your online reservation site will remain active until the reservations due date specified below or until all rooms in the Room Block are reserved. Please note that your booking website may be modified to include company logos, group-specific text and a variety of other options.

At your request, your Event Sales/Services Representative will present the event planner dashboard to you, provide log-in credentials, and arrange an orientation of available features and reports with our reservation team.

Individuals who will be paying their own accounts must guarantee their reservations for late arrival in cash or by use of a major credit card. Please note that this does not affect your responsibility to produce all revenues required by this Contract. We will accept cancellation of individual reservations made up to **72 hours** before arrival, and refund the deposit for those rooms for the full night's stay. For clarity, these cancelled rooms will be included in any calculations under the Cancellation and Attrition Policies section(s) below. Reservations and deposits received after the reservations due date, or exceeding the contracted Room Block, will be confirmed on a space and rate available basis only.

#### **RESERVATIONS DUE DATE**

Reservations must be made by **Friday, May 22, 2026** to qualify for the group rate. To assist monitoring your pickup, our Event Sales/Services Representative will review the Room Block pick-up with you.

After the reservations due date, all room nights that have not been reserved will be returned to the Hotel's general inventory without further notice to you. Reservations received after the reservations due date, or exceeding the contracted Room Block, will be confirmed on a space and rate available basis only.

#### **CHECK-IN/CHECK-OUT TIMES**

Check-in time is 4:00PM. Every effort is made to accommodate guests arriving before the check-in time, however, rooms may not be immediately available. Check-out time is 11:00AM. Requests to retain rooms beyond that hour should be directed to the Front Desk once the delegate is registered. Should it be possible to extend a late check-out, a late departure charge may be applicable.

#### **FUNCTION SPACE REQUIREMENTS**

The attached Schedule B indicates our understanding of your meeting and function space (together, “**Function Space**”) requirements and indicates the space that has been allocated to your group. Should you foresee any changes or additions to your program, please contact us immediately to assess availability and associated rental costs.

Please note the following general conditions regarding your use of our Function Space:

- a) Any pre and post Function Space requirements must be set forth in this Contract.
- b) We reserve the exclusive right to assign all public space (foyers, lobbies, etc.).
- c) Written confirmation must be received from our Event Sales/Services Representative before any Function Space names may be published.
- d) An additional Function Space charge will apply to any and all functions scheduled beyond 5:00 p.m. (see Schedule B and charges for Function Space being held past 5 p.m. or on a 24-hour hold).
- e) We assign Function Space according to the number of persons expected to attend, and we may change contracted Function Space while satisfying the requirements of your group as set forth in this Contract.
- f) Additional exhibit rental information is attached on Schedule B.

#### **MEETING AND FUNCTION SPACE RENTAL**

We will charge you **\$7,000.00** for Function Space rental. A breakdown of these charges is set forth in Schedule B. If your Function Space requirements increase beyond what we have outlined (assuming that such additional space is available) or if the number of functions is reduced below what is outlined, additional Function Space rental may be assessed.

#### **FOOD AND BEVERAGE**

Planned food and beverage revenue is **\$55,000.00** (“**Anticipated Event F&B Revenue**”), which includes food and beverage revenue, but does not include additional fees for food and beverage functions or meeting and function space rental set forth above, surcharges, taxes, labor charges, audio visual, parking or any other miscellaneous charges incurred. If you do not meet the Anticipated Event F&B Revenue, we may charge you attrition as set forth in the “Cancellation and Attrition Policies” section below. If the estimated revenues appear to be below the Anticipated Event F&B Revenue, we may advise you of additional food and beverage options to meet the agreed Anticipated Event F&B Revenue.

Please note that the enclosed F&B Menu pricing is subject to change. Final food and beverage prices will be confirmed (up to three months) in advance of your scheduled functions; however, your obligation to meet your food and beverage revenue commitment set forth in this Contract will not be affected by those final prices.

You must finalize menu arrangements at least 30 days before each function. We cannot guarantee menu contents and other necessary arrangements for arrangements finalized later.

You must provide the Event Sales/Services Representative with the total guaranteed meal covers at least 5 business days in advance. However, your guaranteed numbers shall not affect your obligation to meet your food and beverage revenue commitment set forth herein. Hotel will not sell or collect meal tickets unless we agree otherwise in writing.

#### **No Outside Food and Beverage.**

Neither you, nor your attendees, are permitted to bring food or beverages of any kind purchased from or provided by you or third-parties for use during your program or any program functions without the express written permission of the Hotel. If we grant such permission, we must serve all such food and beverage items and may charge for such service, including any additional fees and charges in connection with food and beverage service.

#### **BILLING ARRANGEMENTS**

Attendees will be responsible for ***all their own charges***, including room, tax, meals, incidental and mandatory additional fees and charges. However, and for clarity, you remain responsible for producing the required room, food and beverage revenues set forth in this Contract. Individual attendee accounts are payable at check out by cash or credit card. Charges and additional fees for coffee breaks, banquets and other functions and services requested by you or your authorized onsite contact will be

placed on your Master Account.

#### **MASTER ACCOUNT AUTHORIZATION**

Pre-payment for your total estimated Master Account will be due seven (7) business days prior to your arrival in accordance with the schedule set forth below. Failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by your group and you shall be liable for amounts as described in the cancellation provisions.

Please provide a credit card for payment of all charges directed to the Master Account. We will forward you a secure link via email that you can use to submit your credit card information. Pre-payment for your total estimated Master Account is due seven (7) business days prior to your arrival in accordance with the deposit schedule set forth below. Failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation and you shall be liable for amounts as described in the Cancellation and Attrition Policies section(s) below.

#### **CREDIT CARD ADMINISTRATIVE FEE**

We will assess and retain a mandatory 3% administrative fee on all charges you settle via credit card. This administrative fee is not included in the rates, charges and fees listed in this Contract and is assessed to cover the cost of our acceptance of payment by credit card. This administrative fee applies to all credit card and debit card payments, including those for cancellation and attrition fees, paid via credit card or debit card. The administrative fee is assessed without regard to credit card or debit card brand. Payments using cash, cheques or wire transfers are excluded. The mandatory administrative fee will be set out in our invoice to you and will be collected at the time payment is made.

#### **DEPOSIT SCHEDULE**

You shall pay the deposits set forth in below by the due dates indicated, unless you have been approved for credit for the total estimated charges for your entire program. All deposits are non-refundable. The deposits will be applied to your Master Account. The first 75% of the deposit schedule still applies if you have been approved for credit.

Due Date	% of Estimated Master Account	Total Deposit
Upon return of signed contract	50%	\$42,227.97
On or before 30 days prior to arrival – 05/22/26	50%	\$42,227.97
Minimum seven (7) business days from arrival day – 06/17/26	Remainder	TBD

Remainder of estimated Master Account includes additional 10% coverage in anticipation of an increase with guest rooms, food and beverage, audio-visual or other

We may apply deposits to any cancellation or attrition fees or charges and we reserve the right to revise the deposit schedule if your event changes in size or expense.

Deposit to be paid via *check*.

Total Estimated Program Value:	
PROGRAM VALUE	<b>Total</b>
<b>Food &amp; Beverage Minimum</b>	\$55,000.00
25% Mandatory Administrative Fee & Gratuity (*See Additional Fee's clause for a breakdown)	\$13,750.00
8.625% Sale Tax	\$5,929.69
Total Anticipated Food & Beverage Minimum	<b>\$74,679.69</b>
<b>Meeting Space Rental</b>	\$7,000.00
8.625% Sales Tax	\$603.75
Total Anticipated Meeting Space Rental	<b>\$7,603.75</b>
<b>Guest Room Revenue</b>	\$97,370.00
Occupancy Tax on Room Rate - 17.695%	\$17,229.62
Total Anticipated Room Revenue	<b>\$114,599.62</b>

<b>Total Estimated Program Value</b>		<b>\$199,055.56</b>
<b>Deposit Breakdown:</b>		
DEPOSIT BREAKDOWN		<b>Total</b>
	<b>Food &amp; Beverage Minimum</b>	\$55,000.00
	25% Mandatory Administrative Fee & Gratuity (*See Additional Fee's clause for a breakdown)	\$13,750.00
	8.625% Sale Tax	\$5,929.69
	Total Anticipated Food & Beverage Minimum	<b>\$74,679.69</b>
	<b>Meeting Space Rental</b>	\$9,000.00
	8.625% Sales Tax	\$776.25
	Total Anticipated Meeting Space Rental	<b>\$9,776.25</b>
	<b>Total Estimated Deposit</b>	<b>\$84,455.94</b>
DEPOSIT	Amount due at time of booking (50%)	\$42,227.97
	On or before 30 days to arrival (50%)	\$42,227.97
	Remaining amount due 7 days prior (TBD%)	TBD

#### INTEREST STATEMENT

You shall pay of all charges (including any attrition or cancellation charges) upon receipt of the final invoice. If you do not make payment within 30 days of the final invoice date, we will apply interest charges in the amount of the lower of 1.5% per month, or the highest rate permitted by law, to your Master Account.

#### CANCELLATION AND ATTRITION POLICIES

As indicated above, when you sign this Contract, we remove the Room Block from our inventory and consider it sold to you. If you cancel this Contract or do not fulfil your Room Block or food and beverage commitment ("attrition") we may be exposed to substantial losses. Accordingly, you agree to the below Cancellation and Attrition Policies, which the parties agree are to be used to calculate and assess liquidated damages and not penalties:

##### Attrition – Rooms - *Nightly*

We anticipate the Room Block to generate total revenues of **\$97,370.00** (net + and not inclusive of additional daily fees and charges, if any, taxes or commissions) ("Anticipated Room Night Revenue"). We will allow for a **10%** reduction in Anticipated Room Night Revenue, provided that (a) you make a written request at least 30 days prior to your arrival date and (b) the reduction in Anticipated Room Night Revenue does not result in the reduction of the Anticipated Room Night Revenue for any given night during your stay of more than **10%**. At the conclusion of your program, we will subtract the actual rooms revenue derived from your program (excluding revenue derived from pre and post program stays) and any permissible attrition from the Anticipated Room Night Revenue. The remaining amount will be posted to your Master Account, plus applicable taxes and any additional daily fees and charges.

##### No Shows

It is your responsibility to pay for any cancellations that extend beyond allowable attrition, if any. For each no show, you will be charged for one (1) evening room and tax. If attendees are to pay their own room and tax, the individual's credit card will be charged for that amount. If no attendee credit card has been provided, all such charges will be billed to your Master Account.

##### Attrition – F&B

You are responsible for the entire Anticipated Event F&B Revenue set forth above. If the estimated revenues appear to be below the Anticipated Event F&B Revenue, we may advise you of additional food and beverage options to meet the agreed upon minimum. At the conclusion of your program, we will subtract the actual food and beverage revenue derived from your program from the Anticipated Event F&B Revenue. Any remaining amount will be posted to your Master Account, plus applicable additional charges, fees and taxes.

##### Cancellation Policy

If you cancel the program between the execution of this Contract and your scheduled arrival, we will charge, and you will owe, a cancellation fee calculated in accordance with the chart below, plus applicable taxes and additional charges and fees, which

the parties intend as liquidated damages and not as a penalty.

Date of Cancellation	Liquidated Damages*	Cancellation Amount
0 to 90 days before arrival	100% of Anticipated Room Night Revenue and Anticipated Total Function Revenue**	\$199,055.56
91 to 180 days before arrival,	90% of Anticipated Room Night Revenue and Anticipated Total Function Revenue	\$179,150.00
181 to 365 days before arrival	70% of Anticipated Room Night Revenue and Anticipated Total Function Revenue	\$139,338.89
366 days before arrival	50% of the Anticipated Room Night Revenue and Anticipated Total Function Revenue	\$99,527.78

\*Plus applicable taxes and additional fees and charges.

You shall pay the liquidated damages you owe at the time of cancellation. You may not transfer, resell or sublet the rights granted you and/or your attendees (as applicable) under this Contract to any third party for purposes of satisfying the Anticipated Room Night Revenue, Anticipated Event F&B Revenue or otherwise.

\*\*Anticipated Total Function Revenue means Anticipated Event F&B Revenue plus Function Space rental fees and additional related charges.

#### CONFIRMATION

To confirm arrangements for this program, please sign and return this Contract before **Monday, July 14, 2025** with the completed secure link for Credit Card/Initial Deposit. After this date, if we have not received a signed Contract and completed secure link for Credit Card/Initial Deposit, we may release the Room Block and Function Space being held for you.

#### ADDITIONAL DOCUMENTS

The following Schedule(s) and attachments are attached to, and incorporated into this Contract. Prices in the attached documents are subject to change.

- Schedule A – Terms and Conditions
- Schedule B – Meeting and Function Space Requirements
- Schedule C – Hotel Policies

This Contract, including the attached Terms and Conditions, shall be a legally binding contract only after it has been signed by a representative of **CalSAWS** authorized to commit to the arrangements set forth herein on behalf of **CalSAWS** and thereafter signed by a representative of Hotel.

Sincerely,

FAIRMONT SAN FRANCISCO	CalSAWS
By: _____ Name: Sarah Johnston Title: Senior Group Sales Manager  Date: _____	By: _____ Name: Julia Erdkamp Title: Executive Director  Date: _____
And By: _____ Name: Colleen O'Neill Title: Director of Sales  Date: _____	

## SCHEDULE A TERMS AND CONDITIONS

### INDEMNIFICATION

You shall indemnify and hold us, the Accor hotel operator and Accor Management Canada Inc., and their respective owners, parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from, and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by you, your contractors, subcontractors, vendors, guests, invitees, agents, delegates or representatives, except to the extent and percentage attributable to the hotel's negligence.

We shall indemnify and hold you, your parent companies, subsidiaries, affiliates, officers, directors, employees, agents and representatives forever harmless from and against, any and all personal injury, property damage, loss, liability or claim of liability, expenses, fines and penalties including reasonable legal fees caused by any wrongful or negligent act, failure to disclose, error or omission by us, our agents, employees or representatives, except to the extent and percentage attributable to your or your guests', invitees', agents', delegates' or representatives' negligence.

This indemnification provision (together with all other indemnification obligations in this Contract) shall survive the termination or expiration of this Contract.

### FORCE MAJEURE

If the Contract becomes illegal or impossible to perform by either party due to acts of God, war, terrorist act, disaster, strikes, pandemic, civil disorder, or other comparable unforeseeable emergency, this Contract may be terminated for any one or more of such reasons by written notice from one party to the other.

### INSURANCE

Each of us agrees to carry and upon demand to provide to the other evidence of a sufficient amount of insurance to provide coverage for any liabilities arising out of or resulting from our respective obligations pursuant to this Agreement. You further agree to provide us with evidence of insurance from any contractor, vendor or service provider retained by you. Such contractor, vendor or service provider retained by you shall maintain, at a minimum, Commercial General Liability insurance of at least \$2,000,000 per occurrence for injury and/or death and property damage prior to commencing work or services and shall name us, Accor S.A., and its subsidiaries and affiliates as additional insureds.

### CONFIDENTIALITY

We acknowledge that, you may provide certain non-public information to us, other than Personal Data, in connection with this Contract ("Confidential Information"), the disclosure of which to unrelated third-parties may be harmful. We will only use Confidential Information to the extent necessary to fulfill our obligations under the Contract or enforce our rights. Confidential Information excludes (1) information that is or becomes generally known to the public, (2) was known by us at the time of disclosure, or (3) was rightfully learned from a third party without an obligation of confidence. Confidential Information also excludes any information that constitutes or could be considered Personal Data, which will be treated as set forth elsewhere in this Contract or, if no such provisions are included, in accordance with our privacy policy.

**Commented [HM1]:** Suggest striking or revising this provision due to our inability to honor it as a public agency - our agreements are approved in JPA meetings which are public.

**Commented [SJ2R1]:** Would this alternative be acceptable as it notes that public information would be excluded?

### MISCELLANEOUS PROVISIONS

This Contract is made and will be performed in San Francisco, CA, and shall be governed by and construed in accordance with California law, excluding its conflict of law rules. By executing this Contract, you consent to the exercise of personal jurisdiction over it by, and venue in, the courts of the State of San Francisco, CA. Any legal action in connection with this Contract shall be brought and maintained only in the courts of the State of California and only US. In the event of litigation arising from or associated with this Contract, we agree that the prevailing party shall recover its attorney's fees and any costs incurred. Should collection action become necessary, in the sole discretion of the Hotel, all costs associated with that collection action, including attorney's fees, will be posted to your Master Account.

This Contract is the entire agreement between us, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between us, and may only be supplemented or changed in writing, signed by our representatives. None of our representatives have been or are authorized to make any verbal amendments or representations that vary from the express terms of this Contract, though this Contract may be amended or supplemented in writing.

You may not assign this Contract or any of your rights under this Contract without our prior written consent. You further agree that any change in your corporate or business ownership structure, whether by merger, amalgamation, take-over or otherwise, shall not serve to cancel, modify or in any way reduce your obligations under this Contract, and this Contract shall remain in full force and effect with respect to you and any successor entity.

This Contract may be executed in counterparts and delivery of an executed copy of this Contract by any party via electronic transmission will be as effective as delivery of a manually executed copy of the Contract by such party.

#### **PERSONAL DATA PROTECTION**

Each party (or Hotel or its operator, as applicable), acts as an independent controller with respect to such party's processing of personal data (as defined in EU General Data Protection Regulation ("GDPR") or other applicable data privacy and security laws), ("Personal Data") under this Contract. Nothing in this Contract will be deemed or construed to restrict Hotel or its operator and affiliates' use of Personal Data, provided that such use shall be in accordance with applicable data privacy and security laws ("Data Protection Laws"), and Hotel operator's data protection charter available at <https://www.accorhotels.com/security-certificate/index.en.shtml>. Further, each party will, in its processing of Personal Data under this Contract, comply with the obligations set out in the Controller to Controller DPA at the following: <https://www.fairmont.com/data-processing-agreement/>.

By transferring the Personal Data of your users, including your members, guests and attendees (collectively, "guests"), to Hotel or its operator, you hereby represent, warrant, and covenant that you have obtained all rights, permissions, and authorizations, including any consents required under applicable Data Protection Laws, necessary to: (i) regardless of the point of collection, provide the Personal Data to us; and (ii) grant us the right to use or release the Personal Data (a) in response to inquiries by you; (b) in connection with our performance of the services under this Contract; or (c) as otherwise permitted under this Contract or applicable Data Protection Laws.

#### **PRIVACY**

Without limiting either party's rights or obligations under the clause below above "Personal Data Protection," to the extent you provide us any information, including your contact information and the Personal Data (as defined below) of your group and its members and attendees, for any reason, you hereby represent, warrant and covenant that you have obtained all rights, permissions and authorizations necessary to (i) regardless of the point of collection, provide the information to us and (ii) grant us the right to use or release the information (a) in response to inquiries by you; (b) in conjunction with our performance under this Contract; or (c) as otherwise permitted under this Contract.

#### **GROUP CONTENT**

To the extent you or your attendees provide any content to us, including brochures, collateral, logos, pictures, videos or music for any reason, including for use in conjunction with, or distribution during, the program, you hereby warrant that you have all rights, permission and licenses necessary to provide such content to us and to display or perform the content used by your group during your program.

#### **DISRUPTION**

To facilitate our ability to provide a suitable environment for all guests and to comply with applicable laws and regulations, you agree to notify us in writing in advance of your arrival if any of your planned events or activities will include music, loud speakers, cheering, singing, shouting or other loud noise or disruptive behavior.

#### **COUNTERPARTS**

This Contract may be executed in counterparts, including scanned PDF counterparts, and delivery of an executed copy of this Contract by any party via electronic transmission will be as effective as delivery of a manually executed copy of the Contract by such party.

## SCHEDULE B

**BETWEEN:** Fairmont San Francisco  
**AND:** CalSAWS

**DATE:** June 18, 2025

Capitalized terms used in this Schedule B shall have the same meaning as in the Contract.

Day / Date	Time	Event	Function Space	Setup Style	Att.	Rental
Wednesday / 06-24-26	08:00 AM-11:59 PM	Office	Grand Ballroom Lounge	Conference	5	\$0.00
Thursday / 06-25-26	07:00 AM-08:30 AM	Breakfast	Grand Ballroom	Existing	300	\$0.00
	08:00 AM-05:00 PM	Breakout	Terrace Room	Crescent Rounds	175	
	08:00 AM-11:59 PM	Office	Grand Ballroom Lounge	Conference	5	\$0.00
	08:00 AM-05:00 PM	General Session	Grand Ballroom	Crescent Rounds	300	\$3,500.00
Friday / 06-26-26	12:00 PM-01:00 PM	Lunch Buffet	Grand Ballroom	Existing	300	\$0.00
	07:00 AM-08:30 AM	Breakfast	Grand Ballroom	Existing	300	\$0.00
	08:00 AM-05:00 PM	Breakout	Terrace Room	Crescent Rounds	175	
	08:00 AM-11:59 PM	Office	Grand Ballroom Lounge	Conference	5	\$0.00
	08:00 AM-05:00 PM	General Session	Grand Ballroom	Crescent Rounds	300	\$3,500.00
	12:00 PM-01:00 PM	Lunch Buffet	Grand Ballroom	Existing	300	\$0.00

## SCHEDULE C

**BETWEEN:** FAIRMONT SAN FRANCISCO  
**AND:** CalSAWS  
**DATE:** June 18, 2025 (the "Contract")

Capitalized terms used in this Schedule shall have the same meaning when used in this Schedule as in the Contract.

### EVENTS SERVICES/CATERING DEPARTMENT

Upon our receipt of this Contract fully executed by you, a Events Services/Catering Representative will be assigned to arrange all details pertaining to your program.

### PROMOTIONAL MATERIALS

We do not permit anything to be nailed, posted or otherwise attached to the Hotel walls. Only pre-authorized signage, promotional material, etc., will be allowed in any lobby areas. Communication of the above requirements to the event delegates and/or exhibitors is your responsibility.

### STORAGE & MATERIALS PACKAGE HANDLING

We are not responsible for storage and materials handling. Please ensure prior arrangements for storage or materials handling have been made before any shipment of materials to the Hotel.

All packages, boxes and/or materials received by the Hotel will be individually assessed a fee, based on weight, and billed to master account and/or individual guestroom upon receipt. For crates and pallets, additional fees will apply. Packages should not be delivered to the Hotel more than (3) business days prior to the Event. Packages received more than 72 hours prior to group arrival will incur an additional \$5.00 fee, per item, per day, and charged to master. For details, please inquire with your Events Services Manager. For items brought into the Hotel for purposes of an Auction, i.e. - artwork, bottles of wine, clothing, etc, a \$200 flat fee will be charged.

On setup and strike day, all materials must be delivered to and removed from function room, and not left on loading dock. A \$250 fee will automatically be applied to master if the loading dock is not clear and/or the function room (s) are not free and clear of event debris at close of event as outlined in contract.

If function room is reserved on 24 hours basis, Hotel will arrange to have room locked. We will not be responsible for exhibit, displays, and/or products left in the function room. You must provide your own security for this protection.

### PACKAGE LABELING

All packages must be clearly labelled and include:

First and Last Name c/o Events Services Manager  
Group Name  
Fairmont San Francisco 950 Mason Street San Francisco SF 94108  
Date of Event  
Contents / Box X of X

### OFFICIAL CONTRACTORS

Fairmont San Francisco is partnered with ENCORE, our in-house provider for all audio-visual resources. ENCORE operates as the exclusive provider of electrical, rigging, and internet services on property. They also offer an extensive inventory of state of the art equipment at competitive prices. ENCORE has highly experienced technicians who can deliver all of your event requirements. They hold the most knowledge of our systems and event space, ultimately functioning as an extension of the service standards you anticipate when visiting Fairmont San Francisco.

Fairmont San Francisco is a union labor property. All outside production companies must source all their set/strike and operational labor directly from the I.A.T.S.E local 16 stagehand union.

## **OUTSIDE CONTRACTORS**

We offer all services necessary for a successful meeting, however, if you find it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of your group shall be subject to our prior approval. We reserve the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. Upon prior reasonable notice to us from you, we shall cooperate with such contractors and provide them access to the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the premises by other guests and members of the Hotel. Should organization select outside Audio-Visual vendor, production guidelines and service rates will apply. To obtain a copy of these guidelines, please contact your ENCORE representative at 415.772.5068.

You will ensure that any contractor retained by you abides by the terms of this Contract and Fairmont San Francisco and Audio-Visual Production Rules & Service Standards from our Events Services/Catering Representative, and you will be fully responsible for his/her/its actions. You agree to provide us with evidence of insurance from any contractor, vendor or service provider retained by you. Such third party shall maintain, at a minimum, Commercial General Liability insurance of at least \$2,000,000 per occurrence for injury and/or death and property damage prior to commencing work or services. All insurance required under this Contract shall name us and Fairmont San Francisco and its subsidiaries as additional insureds.

## **MEETING ROOM REQUIREMENTS**

Your meeting room requirements are due no later than thirty (30) days prior to the start of your function. All changes to your desired set up are to be confirmed no later than five (5) business days prior to the start of your event. If a floor plan has been provided, it must be returned signed at this time. If changes to the set up are made after the five (5) business days window and impacts staffing, the below charges will be applied. Your Events Manager will decide if the set up change impacts staffing levels.

Meeting Room	\$300
Junior Ballroom	\$500
Grand Ballroom	\$800



950 Mason St. San Francisco, CA 94108

Date: June 24, 2025

CalAWS  
11971 Foundation Place 3rd Floor  
Gold River, CA 95670

**Deposit Invoice**

Program Title: CalAWS Consortium Conference  
Program Dates: June 21, 2026 to June 29, 2026  
Invoice Number: 344748

Amount Due:

Due Date	% of Estimated Master Account	Total Deposit	Credit Card Administrative Fee (3%)- <i>if applicable</i>	Total Deposit
Upon return of signed contract	50%	\$42,227.97	<b>+\$1,266.84</b>	\$43,494.81
Or before 30 days prior to arrival – 05/22/26	50%	\$42,227.97	<b>+\$1,266.84</b>	\$43,494.81
Minimum seven (7) business days from arrival day – 06/17/26	Remainder	TBD	TBD	TBD

The deposit can be received via check, credit card, money order or bank draft.

**CREDIT CARD ADMINISTRATIVE FEE**

We will assess and retain a mandatory 3% administrative fee on all charges you settle via credit card. This administrative fee is not included in the rates, charges and fees listed in this Contract and is assessed to cover the cost of our acceptance of payment by credit card. This administrative fee applies to all credit card and debit card payments, including those for cancellation and attrition fees, paid via credit card or debit card. The administrative fee is assessed without regard to credit card or debit card brand. Payments using cash, cheques or wire transfers are excluded. The mandatory administrative fee will be set out in our invoice to you and will be collected at the time payment is made.

For direct deposit in US funds our banking information is as follows:

Beneficiary: Mason Street OpCo LLC  
Account Number: 4122310055  
Routing Transit Number (RTN/ABA) 121000248  
Bank name: Wells Fargo Bank, N.A.  
Bank Address, City, State: 420 Montgomery Street, San Francisco, CA 94104  
**Wire Fee:** **\$30.00 per transaction**

All guest/group deposits are due within 48 hours of booking. Please email wire remittance confirmation to our billing department, attention Omar Betancourt. [Omar.Betancourt@fairmont.com](mailto:Omar.Betancourt@fairmont.com)

Please include the following information:

- 1) Reservation Booking # And/Or Business Block #
- 2) Account/Event/Guest Name
- 3) Amount of wire payment
- 4) Date processed