



QUICK CONFIRMATION AGREEMENT

Embassy Suites Washington D.C. Georgetown
1250 22nd Street, NW
Washington, DC 20037

This Quick Confirmation Agreement ("Agreement") is by and between National Association of State Student Grant and Aid Programs ("Group") and DC Lessee LLC ("Owner") d/b/a Embassy Suites Washington D.C. Georgetown (the "Hotel").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Frank Ballmann	Name of "Event":	NASSGAP 2021 Conference
Title:	Director, Federal Relations	Date(s) of Event:	October 18, 2021 - October 22, 2021
Company Name:	National Association of State Student Grant and Aid Programs	Post to Reader Board As:	NASSGAP 2021 Conference
Address:	1200 N. 7 th St	Hotel Contact:	Preet Lieu
City, State, Zip:	Harrisburg, PA 17102	Title:	Sales Manager
Phone:	202-721-1186	Phone:	(202) 746-8830
Email:	frank@nassgap.org	Email:	preet.lieu@hilton.com

Room Block and Rates: Hotel is pleased to confirm the following negotiated group room rates:

	Mon, 10/18/21	Tue, 10/19/21	Wed, 10/20/21	Thu, 10/21/21
One King Bed Suite	11	44	44	44
Upgraded Suite	1	1	1	1
Total	12	45	45	45

Room	Single Rate*	Double Rate*	Triple Rate	Quad Rate
One King Bed Suite	\$ 240.00	\$ 240.00	\$ 260.00	\$ 280.00
Upgraded Suite	\$ 240.00	\$ 240.00	\$ 260.00	\$ 280.00

* Prevailing government per diem

TOTAL SLEEPING ROOM NIGHTS RESERVED: 147

Group room rates as noted in the "Room Block" above are **net, non-commissionable** and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted sleeping room rates will be offered to Group's attendees, based on availability of contracted room type(s), 3 days before and 3 days after the above Event dates.

Schedule of Events and Function Space Charges:

Date	Start Time	End Time	Function	Room	Setup	Agr	Rental	Est. F&B
Tue 19 th Oct 2021	12:01 AM	11:59 PM	Small meeting	Boardroom Suite	Existing Boardroom	12	\$240	\$0
	12:00 PM	1:00 PM	Lunch	Atrium Landing	Round Tables	12	\$0	\$660
	5:00 PM	7:00 PM	Registration	Outside Delegate	Registration	2	\$0	\$0
	6:00 PM	7:00 PM	Reception	Delegate	Round Tables	50	\$0	\$800
Wed 20 th Oct 2021	7:00 AM	5:30 PM	Registration	Outside Delegate	Registration	2	\$0	\$0
	8:00 AM	5:30 PM	Meeting	Delegate	Classroom	50	\$1,200	\$0
	10:00 AM	10:30 AM	Break	Outside Delegate	Served Outside Room	50	\$0	\$990
	12:00 PM	1:00 PM	Lunch	Atrium	Lunch Buffet	50	\$0	\$2,250
	2:00 PM	2:30 PM	Break	Outside Delegate	Served Outside Room	50	\$0	\$990
Thu 21 st Oct 2021	7:00 AM	5:30 PM	Registration	Outside Delegate	Registration	2	\$0	\$0
	8:00 AM	5:30 PM	Meeting	Delegate	Classroom	50	\$1,200	\$0
	10:00 AM	10:30 AM	Break	Outside Delegate	Served Outside Room	50	\$0	\$990
	12:00 PM	1:00 PM	Lunch	Atrium	Lunch Buffet	50	\$0	\$2,250
	2:00 PM	2:30 PM	Break	Outside Delegate	Served Outside Room	50	\$0	\$990
Fri 22 nd Oct 2021	7:00 AM	5:30 PM	Registration	Outside Delegate	Registration	2	\$0	\$0
	8:00 AM	1:00 PM	Meeting	Delegate	Classroom	50	\$1,000	\$0
	8:00 AM	1:00 PM	Break	Outside Delegate	Served Outside Room	50	\$0	\$990

- *Subject to change without notice.
- Group agrees to confirm with Hotel the assigned function space before printing any materials listing specific meeting or function locations.
- Ant = Anticipated; Agr = Number of Attendees

Gratuity & Service Charge: The combined gratuity and service charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently, the combined charge is equal to 25% of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently 16%) is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 9%) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of Group's Event. Hotel will endeavor to notify Group in advance of Group's Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of Group's Event.

Summary of Revenue Anticipated by Hotel from this Agreement: For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue: Total Anticipated Sleeping Room Revenue does not include occupancy tax, and is based on single/double occupancy in the guest room.	\$ 35,280.00
Total Anticipated Food and Beverage Revenue: Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.	\$ 10,000.00
Total Anticipated Meeting Room Rental Fees: Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.	\$ 3,640.00
"Total Anticipated Revenue":	\$ 48,920.00

Taxes: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is 10%, and the hotel occupancy tax rate is 14.95% (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate the exemption.

In addition to the negotiated group room rates set forth in this Agreement, service fees will be posted to the Master Account or to the Individual Guest Room Portfolio. These service fees are subject to change without notice. Currently, the service fees are as follows: Portage: \$10.60 per person (includes both check-in and check-out). Portage is optional.

Group is responsible for informing Group's attendees of all applicable daily resort fees (and service fees, if applicable), as such fees are separate and distinct from the negotiated group room rate(s) and applicable taxes. Should any attendee object to paying a mandatory daily fee [such as a daily resort fee and taxes (if any)] on the basis of inadequate notice of the fee by the Group, the fees to which such guest objects shall be posted to the Group's Master Account for payment by Group.

Additional Concessions: In consideration of the entire value Group's Event will bring to the Hotel, the Hotel is pleased to offer the following additional concessions based on Group's achievement of 80% or greater of the combined Total Anticipated Sleeping Room Revenue and Total Anticipated Food and Beverage Revenue. These concessions are valued at **\$3,675**. If the actual total sleeping room revenue and the actual total food and beverage revenue for Group's Event materializes at less than 80% of the combined Total Anticipated Sleeping Room Revenue and Total Anticipated Food and Beverage Revenue, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at Group's request, provided and charged to Group's Master Account at retail value, in addition to any performance damages Group may owe related to sleeping room revenue and Food & Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise Group's assigned Event Manager no later than seven (7) days prior to first guest room arrival of Group's decision whether Group prefers to have concessions reduced or if Group wants to retain and pay for the unearned concessions. If Group elects to pay for unearned concessions, Group agrees that Group will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Basic guest room Wi-Fi	\$10	Up to 40	10/18/21 – 10/21/21	Complimentary	\$1,600.00	\$1,600.00
Basic meeting room Wi-Fi	\$10	Up to 50	10/19/21 – 10/22/21	Complimentary	\$2,000.00	\$2,000.00
Daily garage self-parking	\$18.18	Up to 5	10/19/21 – 10/21/21	Discounted to \$13.18, inclusive of tax	\$272.70	\$75.00
Late check out 12:00 pm	-	Up to 10	10/22/21	Complimentary 12:00 pm check out	-	-

Audio-Visual Discount: Hotel (or Hotel's in-house AV provider, as applicable) will offer a 10% discount off prevailing published pricing guidelines for Hotel's in-house inventory of equipment (excludes labor, service charges, consumables, sales tax and shipping/delivery charges).

Food Discount: Hotel will extend a 10% discount off October 2021 published banquet menu prices. If for any reason Group does not provide the Hotel with final menu selections, final agendas, and detailed daily room set specifications at least **twenty-five (25) days** prior to the first day of the Event (the "F&B Cut-Off Date"), Group will be *ineligible* to receive any food discount. The discount does not reduce Group's guaranteed expenditure of a minimum of \$10,000 in banquet food and beverage, excluding taxes, gratuities and service charges. If Group requests customized menus or other discounted food options for any/all events, the discount will not apply in addition to the special pricing. Discount does not apply to service charge or gratuity, which will be charged based on published retail price. Requests for additional labor, sub-contracted equipment, décor, early/late or extended serve times will be the responsibility of the Group and will not be discounted.

Option Dates: These arrangements are being held on a **first option basis** until February 29, 2020 (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given **72 hours**, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel, or to enable alternate dates to be researched and offered for Group's use. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by February 29, 2020, Hotel may, at Hotel's sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise Hotel's rates. No cancellation fee shall apply if Hotel releases this first option.

Additional Terms and Conditions: By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Quick Confirmation Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <http://hiltondistribution.com/quick-confirmation/addlterms.htm>.

Entire Agreement: This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP:

National Association of State Student Grant and Aid Programs

HOTEL:

DC Lessee LLC

d/b/a Embassy Suites Washington D.C. Georgetown

By Embassy Suites Management, Managing Agent

By:

Jennifer Rogers
President 2019-2020 NASSGAP

Title:

By:

Preet Kiew
Sales Manager

Title:

3

2/13/2020

Dated: _____

Dated: _____

STANDARD TERMS AND CONDITIONS

Method of Reservations: Reservations will be made directly by the attendee via the Internet. Hotel has created a Reservations Group Code for the Event. Group's Event Manager will provide Group with the unique URL to send out to Group's attendees.

Cut-Off Date: In order to assign specific room types to Group's attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than September 21, 2021. This date will be known as the "Cut-Off Date." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group if Group pays for such rooms in full at that time. If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group's Room Block to other customers to reduce Hotel's losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Advance payments will be refunded by the Hotel after Group's Event dates if rooms Group paid for in advance were later paid for by Group's attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

Guest Payment Arrangements: Room and tax will be paid by individuals. Incidental charges will be paid by individuals, in which case these charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than 3 days in advance of arrival. Early departure charges will be applied to Group's Master Account for guests guaranteed by Group's rooming list that depart early.

Individual Guest Deposits/Confirmation: To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, refundable up to 3 days in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

Check-In/Out Time: Currently, the Hotel's check-in time is 4:00 PM, and check-out time is 11:00 AM (subject to change without notice). All guests arriving before check-in time will be accommodated as rooms become available. The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee: If a guest who has requested a room within the Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, one night's room and tax). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay.

Supplemental Surcharges: For Group's information, supplemental surcharges are charges added to Group's Master Account to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, set-up charges, late end times, outdoor venues, resets, refreshes, cleaning and other services that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Banquet Services: In order for Hotel to deliver on Group's expectations for a successful Event, it is critical for Group to provide timely and complete information to the Hotel. So that the Hotel may make appropriate plans for purchasing and preparing product, as well as properly scheduling staff, the following mandatory timeline relates to final menus and program meal functions:

- 1) Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than **six (6) months** prior to the Event. At that time, Hotel will confirm in writing Group's menu prices for catered food and beverage functions.
- 2) In order to confirm meeting room assignments, no later than **ninety (90) days** prior to the start date of the Event, Hotel requires that Group re-confirm Group's programmed meetings and catered meal functions with *anticipated* number of attendees. At that time, Hotel will re-confirm in writing Group's Schedule of Events. After that date, the Hotel will release any meeting space in Group's Schedule of Events not assigned to a specific meeting or function for Group, except that Hotel may continue to hold such meeting room(s) if Group either prepays for such meeting room(s) or if Group advises Hotel in writing that Group will guarantee payment of such meeting room(s) to the Master Account (but only if Group has established Master Account billing privileges). If Group has not prepaid or guaranteed such meeting rooms (as applicable), Group agrees that the Hotel may offer unused meeting room(s) to other customers.
- 3) At approximately **sixty (60) days** prior to the start date of the Event, Hotel will review the number of requests for room assignments that have been made by Group's attendees in order to compare Group's obligations with Group's actual likely Room Block performance. Should it appear at that time that the actual number of attendees will fall below the attendance Hotel expects based upon Group's reserved Room Block, the Hotel reserves the right to assign alternate meeting space commensurate with Group's reduced space needs as indicated by the attendees' requests for room assignments. Hotel will notify Group of any such changes.
- 4) **Twenty-five (25) days** prior to the first day of the Event will be known as the "**F&B Cut-Off Date**". No later than the F&B Cut-Off Date, Group must submit the final agenda with detailed daily room set specifications, final catered menu selections and the updated *anticipated* attendance for all scheduled catered food functions. If for any reason Group does not provide all such information by the F&B Cut-Off Date, then the Hotel may assess

a supplemental surcharge equal to \$10 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.

- 5) Upon review of Group's final menus and Event requirements, Event Orders will be sent by Hotel to Group to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If Group does not advise Hotel of any changes on the Event Orders by the date requested by Hotel, Group agrees that the Event Orders will be considered accepted by Group as correct and Group will be billed accordingly.
- 6) Group must submit the **expected** number of attendees for each catered food function no later than **Noon (local Hotel time), ten (10) business days** prior to the first day of the Event. If for any reason Group's *expected* number of attendees are not submitted by the due date, Hotel will use the *anticipated* number of attendees listed in the Event Order as the basis to determine the *expected* number of attendees.
- 7) Group must inform Hotel of the **final guaranteed** number of attendees that will attend each of the catered food functions by contacting the Events/Catering Department by email or phone no later than **Noon (local Hotel time), three (3) business days** prior to the first day of the Event. Guarantees by text message cannot be accepted. Group may either reduce or increase the **expected** number of attendees when giving the **final guaranteed** number of attendees for each scheduled catered food function by up to 10% without incurring any liability to Hotel for additional costs or supplemental surcharges. The final guaranteed numbers cannot be further reduced without liability after this time.
- 8) At the time of informing the Hotel of the **final guaranteed** number of attendees, if Group **reduced** the *expected* number of attendees for a catered food function **by more than 10%**, then the Hotel may add a supplemental surcharge to the Group's Master Account equal to the actual menu price per person as stated on the applicable Event Order (plus taxes and applicable gratuity and service charge) multiplied by the number of attendees reduced in excess of 10%.
- 9) If the **final guaranteed** number of attendees for a catered food function is **increased by more than 10%** above the *expected* number of attendees, then the Hotel may add a supplemental surcharge equal to then the Hotel may add a supplemental surcharge equal to **15%** of the meal cost to the Group's Master Account to cover costs incurred by the Hotel for rush orders and overtime, and the menu offering may be based on Chef's Selection and Group agrees to accept such substitutions. This also applies if there are any increases to the final guaranteed number of attendees within three (3) business days before the start of the Event or if Group adds a new catered food function added within three (3) business days before the start of the Event.
- 10) If for any reason the notice of the **final guaranteed** number of attendees is *late*, then the *expected* number of attendees for the applicable catered food function will be used for billing purposes. Further, the menu offering for attendees in excess of the *expected* number of attendees may be based on availability of product and may be different from the selected menu. Group will be charged the **final guaranteed attendance or the number of attendees served, whichever is greater**. Hotel will only prepare food to the final guaranteed number of attendees, and will not guarantee setting the room for more than 3% above the final guaranteed number of attendees.

Master Accounts: Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a negative change in Group's financial status, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after Group's receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. Group must submit to Hotel an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and Group agree to pay the remainder immediately upon resolution of the dispute.

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate \$35,280 in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of 80% of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 80% of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7) days** prior to Group arrival date, regardless of Master Account credit status.

Food and Beverage Performance Policy: The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of \$10,000 in banquet food and beverage ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes, or any other fees outside of food and beverage product sales.

Should Group fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of Group's meeting, drop in attendance, change in food and beverage functions or otherwise, Group agrees that the Hotel will suffer damages that will be difficult to determine. Therefore, Group agrees that Group will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for Group's banquet food and beverage

functions during Group's Event dates, plus any applicable state and local taxes as required by law. Group agrees that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

For example, if the Total Anticipated Food and Beverage Revenue is contracted at \$10,000 and if the actual expenditure during the Event is \$8,000, then the food and beverage performance damages will equal \$2,000 (\$10,000 - \$8,000).

Once food and beverage functions have been established under the Event Orders sent to Group by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than seven (7) days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy: Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block, and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel Group's Event for any reason other than due to a valid impossibility occurrence, including changing Group's meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and 4/30/2020:	10 % =	\$ 4,892.00
Cancellation between 5/1/2020 and 9/1/2020:	20 % =	\$ 9,784.00
Cancellation between 9/2/2020 and 1/2/2021:	40 % =	\$ 19,568.00
Cancellation between 1/3/2021 and 5/3/2021:	60 % =	\$ 29,352.00
Cancellation between 5/4/2021 and date of arrival:	80 % =	\$ 39,136.00

Total Anticipated Revenue for this Event is \$48,920.

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that Group delivers Group's written notice of cancellation to the Hotel. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

Indemnification: Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Group Indemnified Parties"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.