GROUP SALES AGREEMENT

Name:	JEFFREY M WOLFF	**Date:**	Thursday, March 02, 2023
Title:	DISTRICT SECRETARY-TREASURER	**Group Name:**	Capital District Kiwanis 2023 Leadership Conference
Company Name:	CAPITAL DISTRICT Kiwanis	**Hotel Name:**	HYATT PLACE RICHMOND ARBORETUM
Address:	4410 Brookfiedld Corporate Drive #220469	**Hotel Contact:**	Jonathan C Wingfield
	CHANTILLY, Virginia 20153-0469	**Title:**	Director
E-Mail:	jeffrey.wolff@capitalkiwanis.org	**E-Mail:**	jonathan.wingfield@hyatt.com
Phone:	(703) 544-5655	**Phone:**	804-560-1566
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CAPITAL DISTRICT Kiwanis("Group") and **HYATT PLACE RICHMOND ARBORETUM** ("Hotel") agree as follows:
The Hotel agrees to hold the space listed in this agreement on a tentative basis until **06-Mar-2023.** If this agreement is not fully executed by Group and Hotel by **06-Mar-2023,** the Hotel will release the space. If an alternate request is received, the Hotel will notify you and you will have forty-eight (48) hours from Hotel notification to return this executed agreement.

GUEST ROOM BLOCK

Room Type	02-Jun	03-Jun	04-Jun
ROH	2	18	18

GUEST ROOM RATES

Room	Single Rate	Double Rate
Run of House	149.00	149.00

Room rates are quoted exclusive of applicable state and local taxes, which are currently 14%.

COMMISSION

All rates confirmed in this Contract agreement are commissionable @ 10% to ConferenceDirect, LLC. Hotel will pay commission to ConferenceDirect on all the actualized room revenue, regardless of rate paid and including all rooms outside the block. Commission will be paid within thirty (30) days of group's departure from hotel regardless if the Master Account has been paid in full.

The Hotel agrees that the Group could not have negotiated more favorable room rates, terms and concessions had the Group negotiated directly with the Hotel, as opposed to using ConferenceDirect LLC. Hotel and Group further agree that commission for the booking of this meeting is non-cancelable and non-transferable to another party or agency.

Should additional rooms be required or any amendments to this agreement occur in the future, the commission for guestrooms shall be no less than 10% or amount within this agreement (whichever is higher) regardless of room rate paid. Should the standard hotel commission percentage increase from the time of signing contract to the actualization date, the higher commission percentage will apply to this agreement.

Should the standard hotel/brand commission percentage increase from the time of signing contract to the actualization date, the higher commission percentage will apply to this agreement. Should hotel have a change of management, or brand affiliation, from the time of signing contract to the actualization date, new management company will honor the existing commission amount in the contract. If the new brand has a higher commission percentage, then the higher commission amount will be honored for this agreement

Payment should be sent to the following address:

ConferenceDirect
Attn: Accounts Receivable
193 Blue Ravine Rd, Suite 190
Folsom, CA 95630

Federal Tax ID# 95-4703518 or IATA# 05759946

RESERVATION METHOD/ CUT-OFF DATE

Reservations will be submitted via rooming list to the hotel before 05/19/2023. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block. Hotel agrees that Capital District Kiwanis has used its best efforts to estimate the number of rooms that will be used on a nightly basis at the Hotel. The Hotel clearly understands Capital District Kiwanis is in no way liable for unused guest rooms in the hotel block commitment and hotel waives any and all attrition damages.

FUNCTION SPACE COMMITMENT

The Hotel is currently holding function space based on the following Program of Events. This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in a modification of room rental by the Hotel.

Date	Start Time	End Time	Event	Ppl	Post As Name	Room	Setup
02-Jun	08:00 AM	10:00 PM	MEETING	35	Meeting	Meeting Room 1 & 2	SCHLRM-18 INCH TBLS
03-Jun	04:00 AM	11:59 PM	MEETING	35	Meeting	Meeting Room 1 & 2	SCHLRM-18 INCH TBLS
03-Jun	07:30 AM	08:30 AM	BREAKFAST	35	Breakfast	Meeting Room 1 & 2	SCHLRM-18 INCH TBLS
03-Jun	12:00 PM	01:00 PM	LUNCH	35	Lunch	Meeting Room 1 & 2	SCHLRM-18 INCH TBLS
03-Jun	06:00 PM	07:00 PM	DINNER	35	Dinner	Meeting Room 1 & 2	SCHLRM-18 INCH TBLS
04-Jun	04:00 AM	01:00 PM	MEETING	35	Meeting	Meeting Room 1 & 2	SCHLRM-18 INCH TBLS
04-Jun	07:30 AM	08:30 AM	BREAKFAST	35	Breakfast	Meeting Room 1 & 2	SCHLRM-18 INCH TBLS

The Group will be responsible for any damage done to the function rooms or any other part of the Hotel by the Group, his group, guests, invitees, employees, independent contractors or other agents under the client's control. The Hotel will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the hotel prior to, during or following the Group's function. No changes will be made to contracted function space without group's written consent.

Hotel agrees to offer 10% discount on F&B and 15% discount on A/V.

FOOD AND BEVERAGE/MEETINGS PACKAGE

Group agrees to provide a minimum of $750 in meeting and function food and beverage revenue (the "Food and Beverage Minimum") (plus taxes applicable at the time of the Event which will be inclusive of the $750). The current tax rate for food and beverage is (6%) Should Group's meeting and function food and beverage revenue fall below the Food and Beverage Minimum, Group shall pay liquidated damages, calculated as the difference between the Food and Beverage Minimum and the actualized meeting and function food and beverage revenue multiplied by 40%, plus any applicable taxes and service charges.
Hotel and Group agree that: (a) the above formula is a reasonable estimate of Hotel's damages in the event the Food and Beverage Minimum is not met; and (b) the liquidated damages set forth in this section do not constitute a penalty.

ABSOLUTELY NO OUTSIDE FOOD AND BEVERAGE IS PERMITTED AT HYATT PLACE RICHMOND ARBORETUM. In the event this policy is violated, group will be subject to a fine.

CREDIT ARRANGEMENT

A master account will be established to pay for all charges for group. A credit card authorization form must be completed and returned to the hotel **with the signed contract** to guarantee the group block/events. This card will be authorized 24 hours prior to arrival and will be charged prior to departure for payment of the group block/events. Failure to remit payment when due will result in cancellation of all arrangements outlined in this Agreement and the Group shall be liable for amounts described in the cancellation option provision of this Agreement

CANCELLATION OPTION

Either the Hotel or Group may cancel this contract without cause upon written notice to the other party at any time prior to the event and upon payment of an amount determined by both parties at the time the agreement is executed.

The cancellation option for both parties for this agreement is:

Rooms
38 x $149 = $5,662
$5,662 x 75% (lost profit) = $4,246.50 x 80% = $3,397.20
F&B
$750 x 40% (lost profit) = $300
Total
$3,697.20

The canceling party shall make payment due as a result of this cancellation option to the non-canceling party at the time this Agreement is canceled by written notice.

**Individual cancellations must be made 24 hours prior to arrival. Any cancellations within 24 hours of arrival or no-shows will be subject to a charge of one night room and tax.

MISC.

Hotel agrees to waive meeting room rental fees and complimentary use of the projectors and screens in the meeting rooms. Hotel agrees to offer complimentary Wi-Fi and parking. The F&B minimum of $750 will be inclusive of tax and service charge.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this agreement and shall be deemed delivered upon receipt.

BINDING AGREEMENT

This Agreement, along with Exhibit A – the Additional Terms and Conditions, which are incorporated herein by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once the parties sign this Agreement.

FACSIMILE SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space; provided, however, that if the Hotel does not receive the Agreement executed by the Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page, the Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Agreement, which includes Exhibit A – the Additional Terms and Conditions constitutes a binding agreement between the Group and the Hotel.

By the Group's
Authorized Representative

Signature: _____

By the Hotel's
Authorized Representative

Signature: _____

Name: _____

Title: _____

Date: _____

Name: Jonathan Wingfield_____

Title: Director of Sales_____

Date: _____

Exhibit A-ADDITIONAL TERMS AND CONDITIONS

In addition to the terms and conditions specified on the face hereof, including but not limited to any special conditions as set forth thereon, Group shall be subject to and governed by the following terms and conditions. (The terms, conditions, descriptions and specifications in the Group Sales Agreement and in this Exhibit A are hereinafter collectively referred to as the "Agreement":

WORLD OF HYATT POINTS

Hotel agrees to offer World of Hyatt Meeting Planner points to be issued to the clients account for every dollar actualized. This will include guest room revenue and F&B revenue.

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in this Agreement, neither party shall have the right to terminate their obligations under this Agreement. Either party may terminate this Agreement for any one or more of such reasons upon written notice to the other party within five (5) days of such occurrence or receipt of notice of any of the following occurrences. This Agreement is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

a. The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement.
b. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.
c. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of Hotel's performance pursuant to this Agreement, except for those actions or liabilities, which are due to the misconduct, or negligence of the Group. Group agrees to defend, indemnify, and hold Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from any act undertaken or committed by Group or any contractors hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel as additional insureds with regard to the activities of such outside contractor.

AMERICANS WITH DISABILITIES ACT

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in this agreement, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA.

ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in RICHMOND, VA to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of VA located in RICHMOND. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of VA and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

DAMAGES

Neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force.

Hotel Initials: _____

Group Initials: _____

Hotel Initials: _____
Group Initials: _____