February 28, 2024

Capital District Kiwanis
4410 Brookfield Corporate Drive #220469
Chantilly, VA 20153-0469

RE: Capital Kiwanis Mid Year Conference 2025

Event Dates: Thursday, February 6, 2025 to Sunday, February 9, 2025

Dear Jeffrey:

On behalf of the staff and management at Great Wolf Lodge Williamsburg we look forward to the opportunity to host the Capital Kiwanis Mid Year Conference 2025.

Enclosed for your review and signature is the contractual agreement we discussed. Please review it carefully, and if everything meets with your approval, please electronically sign by **Monday, March 11, 2024**. If any changes are required to the agreement, please communicate with me directly and I will review and resend the updated agreement for your signature. A copy of the signed agreement will be returned to you for your records. At that time your meeting will be entered into our books on a definite basis.

Thank you for choosing Great Wolf Lodge Williamsburg. Our staff and management are prepared to offer your guests excellent service. We are confident your program will be a complete success, and we look forward to welcoming you and your attendees to Great Wolf Lodge.

At your service,

Allison Morgan

GROUP SALES AGREEMENT

This Group Sales Agreement ("Agreement") is made and entered into as of Wednesday, February 28, 2024 by and between GWR Op Lessee VA LLC ("Hotel") and the organization referenced below ("Group"). This Agreement is specifically subject to the Group Sales Contract Standard Terms and Conditions (attached as Exhibit A hereto and incorporated by reference).

Section I: Description of the Event

Organization: Capital District Kiwanis

Name: Capital District Kiwanis
Street Address: 4410 Brookfield Corporate Drive #220469
City, State, Zip: Chantilly, VA, 20153-0469
Email Address: jeffrey.wolff@capitalkiwanis.org

Name of Event: Capital Kiwanis Mid Year Conference 2025

Event Dates: Thursday, February 6, 2025 to Sunday, February 9, 2025

Signing Authority: The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement. Group may designate other individuals in writing:

Name:

Name:

Section II: Group Room Reservations

Room Blocks - Upon execution of this Agreement, Hotel agrees that it will hold the following block of rooms at the rate shown below for Group's use. Unless otherwise indicated in writing, Hotel does not guarantee any particular rooms or any specific proximity of rooms in relation to one another. **Check-in time is at 4:00pm and check-out time is at 11:00am, each in local time.** Guests arriving prior to check-in time may be assigned rooms as they become available.

	Thu 02/06/2025		Fri 02/07/2025		Sat 02/08/2025	
Room Type	**Rooms**	**Rate**	**Rooms**	**Rate**	**Rooms**	**Rate**
Family Suite, Balcony/Patio	20	$145.00	85	$145.00	85	$145.00

Total Room Nights Contracted: 190
Total Room Revenue: $27,550.00

Resort Fee WAIVED

Taxes - Hotel room rates and resort fee are subject to applicable guest tax, occupancy tax, and state and local taxes, subject to change from time to time in accordance with applicable law.

Tax-Exempt Groups - Groups requesting tax exemption must submit a valid tax-exempt certificate at least thirty (30) days prior to their scheduled function.

Method of Reservation

It is understood that each room is reserved on an individual basis by the guest calling the Great Wolf Customer Contact Center at 1-800-551-9654 or visiting our website at www.greatwolf.com. The Block Code will be needed when reserving both over the phone and on the website. A credit card will be requested for the first nights room and tax as a deposit. Each room has up to 72 hours prior to check-in to cancel the individual room. If the room is cancelled within 72 hours of check-in, 100% of the first room night plus tax will be charged to the credit card or taken from the deposit, as applicable. This charge applies only to the cancellation of the room and is in addition to any cancellation or attrition charges owed by Group under this Agreement.

Reservations can be made by calling: 757-229-9700
Reference Block Code: 2502CKMY
Reservations must be made prior to: Friday, January 17, 2025

Commissions - All rates are non-commissionable.

Special Concessions - As additional consideration, and for no additional charge, Hotel shall provide to Group the following:
Waived resort fee : $7, 598.10 in value
15% off in house AV
3 complementary **upgrades** for suites based on base rate
Comp microphone and podium during meals: $750.00 Value

Discount on 6ft tables for vendors: Currently $50, will be charged $40
1 comp for every 50 as long as group exceeds 75% of the
Waived rental fee for conference space: $7500 value

Custom Menu Pricing:
Breakfast: $20 ++
Lunch: $26 ++
Dinner $38 ++

Section III: Meeting Room and Catering Services

Meeting Space - Hotel reserves and Group guarantees payment for the following meeting room space for the days/times/costs specified in the following Preliminary Function Agenda.

Date	Time	Event	Rental
Friday, 02/07/25	9:00 AM - 9:00 PM	Breakout	**WAIVED**
Friday, 02/07/25	9:00 AM - 9:00 PM	General Session	**WAIVED**
Friday, 02/07/25	9:00 AM - 9:00 PM	Office	**WAIVED**
Friday, 02/07/25	6:00 PM - 8:00 PM	Dinner - Buffet	**WAIVED**
Saturday, 02/08/25	7:00 AM - 8:00 AM	Breakfast - Buffet	**WAIVED**
Saturday, 02/08/25	7:00 AM - 9:00 PM	General Session	**WAIVED**
Saturday, 02/08/25	9:00 AM - 5:00 PM	Breakout	**WAIVED**
Saturday, 02/08/25	9:00 AM - 5:00 PM	Breakout	**WAIVED**
Saturday, 02/08/25	9:00 AM - 5:00 PM	Breakout	**WAIVED**
Saturday, 02/08/25	9:00 AM - 9:00 PM	Office	**WAIVED**
Saturday, 02/08/25	12:00 PM - 1:00 PM	Lunch - Buffet	**WAIVED**
Saturday, 02/08/25	6:00 PM - 8:00 PM	Dinner - Buffet	**WAIVED**
Sunday, 02/09/25	7:00 AM - 8:00 AM	Breakfast - Buffet	**WAIVED**
Sunday, 02/09/25	7:00 AM - 5:00 PM	General Session	**WAIVED**
Sunday, 02/09/25	9:00 AM - 9:00 PM	Office	**WAIVED**

An updated Preliminary Function Agenda must be provided to Hotel at least ninety (**90**) days prior to the first Program Date. A Final Function Agenda must be provided to Hotel at least fourteen (**14**) days prior to the first Program Date. If a Final Function Agenda is not provided to Hotel by due date, space will be held

based on the most recent Preliminary Function Agenda. Any changes in the agenda (e.g., number of people, time, function type, etc.) should be provided to Hotel as soon as such changes are known. Any on-site room set-up changes may result in additional labor or other charges based on the changes requested. Hotel reserves the right to assign and change meeting room space at its discretion and for its convenience. Group must obtain final approval from Hotel prior to publishing meeting room names.

Meeting Room Charges - Group will be charged meeting room/rental fees as outlined above, plus a **20**% Mandatory Service Charge and applicable taxes. Mandatory Service Charges are calculated to cover various costs associated with the event and are due to the Hotel for services rendered. They are *not* gratuities or tips paid to service staff. Clients are welcome to add gratuities for exceptional service. If Group modifies capacity or number of guests that results in an increase in the amount of meeting space required, the Hotel may increase meeting room rental and/or set-up fees accordingly.

Audio Visual - Hotel's in-house A/V department is available for all A/V needs~~.~~ All equipment rentals are subject to a 20% Mandatory Service Charge and applicable taxes. ~~Any equipment contracted from an outside source or brought in to the facility will be assessed a 20% Mandatory Service Charge based on facilities standard rental fee.~~ The Mandatory Service Charge is calculated to cover various costs associated with the event and is due to Hotel for services rendered. It is not a gratuity or tip paid to service staff. Group must provide Hotel written notice that it intends to use an outside source and must provide all information requested by Hotel regarding the outside source and the services it intends to provide

Catering Services

Food and Beverage Minimum - Group guarantees the Food and Beverage Minimum below, which is based upon the current menus and pricing as of the date of this Agreement, subject to change in Hotel's discretion for its convenience until the period ninety (90) days prior to the Program Dates. The Food and Beverage Minimum does not include applicable taxes or Mandatory Service Charges (currently 20%). Mandatory Service Charges are calculated to cover various costs associated with the event and are due to the Hotel for services rendered. They are not gratuities or tips paid to service staff. Clients are welcome to add gratuities for exceptional service. In the event Group does not fulfill its Food and Beverage Minimum, Group will pay the difference between the Food and Beverage Minimum and actual food and beverage revenue (plus applicable taxes and fees required herein).

Food and Beverage Minimum	$15,000.00

Food and Beverage Policy - All food and beverages served at Hotel must be supplied and prepared by Hotel. Any unconsumed food and beverages remain the property of Hotel and may not be removed from the event space. Group must approve the final menu selections and provide guarantee numbers at least fourteen (14) days in advance of the Program Dates; otherwise, items selected may not be guaranteed. Other than specifically stated in the approved menu, Hotel will not be responsible for any specific dietary requests or requirements.

Section IV: Minimum Revenue, Attrition, Payment Method & Schedule, Cancellation

Minimum Revenue -This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage, and charges for ancillary services. The Hotel is relying upon the agreed revenue outlined within this agreement. Group agrees that a loss will be incurred by Hotel if there is a reduction in the number of functions, commitments, and other services contemplated in this Agreement. The minimum revenue anticipated by both parties under this agreement (excluding taxes and fees) is as follows.

Guest Room Revenue	$22,040.00
Food & Beverage Minimum	$15,000.00
Meeting Room Rental	WAIVED
Total Minimum Revenue	**$37,040.00**

Rooms Attrition - Hotel is relying on Group to satisfy its commitment to the Group Room Reservations identified herein. Group agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in total room nights used. Should the room nights actually used by Group be less than 80% of the total room nights, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the total room nights and Group's actual usage of rooms, multiplied by the average group rate plus any applicable taxes.

Method of Payment; Deposit/Payment Schedule

Deposits - Group must pay Hotel a non-refundable deposit in order to guarantee a hold on the room block and/or meeting space. If Deposit is not received with the contract, Hotel will not be required to hold the room block or meeting space requested by Group, but Group is still liable for all of its obligations under this Agreement, specifically including without limitation, attrition and cancellation charges.

Payment Schedule – Initial deposit and subsequent payments are to be made in accordance with the schedule below. Full payment equal to 100% of estimated charges paid by master account must be received at least 30 days prior to your arrival/event date. Any additional charges added within 30 days of arrival will be processed at that time. Please note that the amounts listed in the schedule below do ***not*** include the applicable taxes and fees. These charges will be included on final invoice.

Transaction Type	Charge Type	Date	Amount
Charge	Initial Deposit	03/11/2024	$3,750.00
Charge	Second Deposit	05/13/2024	$3,750.00
Charge	Third Deposit	10/06/24	$3,750.00
Charge	Final Payment	01/06/2025	$3,750.00
Estimated total of Master Account Charges (Does ***not*** include applicable taxes and fees)			$15,000.00

Master Account

Item	Description
Master Account Charges - IPO rooms	It is understood that the Master account will be paying for meeting, banquet and associated charges such as audio-visual charges as well as applicable taxes, fees and approved charges. Individuals will be responsible for their own room, tax and incidental charges. Method of master account payment is reflected below.
Credit Card	Group must electronically complete the Credit Card Authorization link with this signed Agreement. The credit card indicated will be charged for any deposit(s), cancellation, and attrition, as well as any payment remaining due and unpaid. Additional charges incurred by Group while on property will be charged to the credit card for payment of the Master Account following the Program Dates.

Incidentals - If Group is responsible for incidental expenses, Group will prepay all such estimated expenses, or shall be billed to the Master Account. If the individual guests are responsible for incidental expenses, the guest will leave a valid credit card or a cash deposit in an amount determined by Hotel at the time of check-in. Group must inform its members of this requirement.

Cancellation

Cancellation of Individual Room Reservations - If guests are responsible for paying their own accommodations, including any cancellation fees. Without limiting the foregoing, the attrition and

cancellation provisions of this Agreement still apply to Group. Cancellation fees from Guests retained by Hotel will be credited to any attrition and cancellation provisions of this Agreement with respect to Group's obligations related thereto.

If Group is responsible for payment of guest accommodations through a master account. Any attrition or cancellation charges will also be charged to such master account.

Cancellation by Group - Group acknowledges that the rates offered by Hotel are based in part upon the total anticipated revenue contemplated by this Agreement, inclusive of guest rooms, meeting space, catering, and ancillary on-site revenue. The Group agrees and understands that in the event of a cancellation by Group, Hotel's actual damages would be difficult to determine. Therefore, Group agrees to pay liquidated damages to Hotel for cancellation, calculated pursuant to the chart below, as a percentage of the Total Minimum Revenue included above, or as otherwise increased exhibited by written communications between the parties following signing of this Agreement ("Anticipated Revenue").

Date of Cancellation Notice	Amount of Liquidated Damages Due
0-60 Days Prior to Arrival Date	100% of Anticipated Revenue
61-90 Days Prior to Arrival Date	85% of Anticipated Revenue
91-180 Days Prior to Arrival Date	65% of Anticipated Revenue
> 180 Days Prior to Arrival Date	50% of Anticipated Revenue

Cancellation by Hotel - In the event Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, unless due to Force Majeure, Hotel will assist Group in finding other accommodations and space at comparable prices, and shall provide, without additional charge to Group, transportation between the alternative site and Hotel. Hotel will immediately refund any deposits received from the Group if Hotel is no longer being used by Group. Hotel's liability is limited to these remedies and Hotel will not be liable for any consequential, punitive, or special damages.

Section V: Miscellaneous

Great Wolf Lodge - Group acknowledges Hotel is a publicly accessible accommodation with a focus on family-friendly entertainment. Except as differently provided herein, Group agrees to comply with, and ensure its guests comply with, the Great Wolf Wristband Terms & Conditions available at www.greatwolf.com/terms, whether or not wristbands are used in the facility by guests, specifically including without limitation the requirements listed under the Improper Behavior subheading. Group acknowledges these requirements are required of all people, whether Group or transient guests, visiting Great Wolf Lodge.

Third Party Vendors - Group acknowledges no third-party vendors may be used by Group related to the Program Dates unless otherwise agreed by Hotel in writing. Any permitted outside vendors shall undergo security screening required of all third-party vendors entering Hotel property, as may be the case and subject to change from time to time.

* * * *

If this Agreement has not been received by Hotel with payment, Hotel may contract with other parties for use of the room block, meeting room, and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group and Hotel has not received Group's signed Agreement, Hotel will contact the Group, but makes no guarantee about the continued availability of the dates desired. Hotel maintains the right to contract with any party until a full executed Agreement exists between parties.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in a manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement.

GWR Op Lessee VA LLC

[[SertifiSStamp_2]]

Name: Allison Morgan

Title:

Capital District Kiwanis

[[SertifiSStamp_1]]

Name: Jeffrey Wolff

Title:

DIRECTOR OF SALES: [[SertifiInitial_3]]

Exhibit A - Group Sales Contract Standard Terms and Conditions

1. **General.** The use of Hotel's products and services by Group are expressly conditioned on acceptance by Group without modification of the terms, conditions, and notices contained herein. By signing the Group Sales Agreement, or by use of Hotel's products or services, Group agrees to be bound by all such terms, conditions and notices (collectively with the Group Sales Agreement, the "Agreement").
2. **Definitions:**
   a. "Affiliates" means any legal entity that owns, is owned by, directly or indirectly, controlled by, or a party to a license or brand agreement with, Hotel, where "control" means the beneficial ownership of at least 50% of the voting interests of an entity or the power to direct the management or affairs of such entity.
   b. "Group" means that entity included in the Group Sales Agreement wishing to use Hotel rooms, catering, or other services/facilities.
   c. "Group Sales Agreement" means that certain agreement executed by Group and Hotel related to the use of Hotels' services and/or facilities.
   d. "Hotel" means that entity included in the Group Sales Agreement affiliated with Great Wolf Lodge.
3. **Effective Date and Duration of the Agreement.** Subject to the termination provisions set forth herein, this agreement is effective as of the date the Group Sales Agreement was signed by Hotel and Group. The Agreement remains in effect until terminated in accordance with the provisions of this Agreement, or upon satisfaction of, and payment for, the services contemplated by the Group Sales Agreement.
4. **Relationship of the Parties**. Each the Hotel and Group hereby acknowledge and agree the relationship between the parties shall be that of an independent contractor and nothing contained herein shall be construed or interpreted as creating any other relationship between the parties, including but not limited to, employer/employee, principal/agent, partnership, franchisor, or joint venture.
5. **Payment**. Payment of all invoices is due upon receipt. Invoice remaining unpaid after thirty (30) days of the invoice date will incur an interest charge of eighteen percent (18%) per annum, or the highest amount otherwise allowed by law. Group is responsible for all collection fees, attorney fees, or other costs in connection with Hotel's attempt to collect all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due will be deemed to be other than on account of the amount due, and shall not prejudice Hotel's ability to recover the balance of such amounts due. If the Master Account remains unpaid after sixty (60) days, in addition to other remedies, Hotel may, at its sole option and without penalty, elect to cancel subsequent and future arrangements, agreements, or functions at Hotel or at Hotel's Affiliates made by Group without penalty and with or without notice.
6. **Right of Inspection/Entry**. Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or property, or any activity which is otherwise generally accepted as non-family friendly in Hotel's sole discretion, Hotel has the right to immediately cancel the event, and in such case, Group and its guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges pursuant to the terms of the Agreement.
7. **Group's Property.** Hotel is not responsible for the safe-keeping of equipment, supplies, or any valuable items left in any meeting room, hotel, room, or public space. State laws govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group will provide security and assumes responsibility (including procuring sufficient insurance coverage) for any loss of property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in the Group Sales Agreement. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

8. **Damages.** Group agrees to assume all liability and expense related to damages to the Hotel as a result of the negligence or willful misconduct of Group or any guest related to Group. Hotel may charge Group's Master Account or directly bill group for any such charges.
9. **Indemnification.** (a) Group shall indemnify, defend, and hold harmless Hotel and its Affiliates, and its and their officers, directors, partners, members, and employees, from and against all demands, claims, damages to persons and/or property, losses, and liabilities, including reasonable attorneys' fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct, misrepresentations, and omissions. (b) Hotel shall indemnify, defend, and hold harmless Group from and against any Claims arising out of or caused by Hotel's gross negligence or for any claims under a theory of strict liability related to Group's use of Hotel's facilities.
10. **Termination.** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose, nature of function or event, or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or in party, and Group will be liable for all payments due, including without limitation, any cancellation charges. Without limiting the generality of the foregoing, Hotel may terminate this Agreement and the Group Sales Agreement without penalty in the event Group, its officers, agents, employees, or representatives commits any act or does anything which tends to bring Group into public disrepute, contempt, scandal, or ridicule, or which might tend to reflect unfavorably on Hotel or its Affiliates by virtue of holding Group's event at the Hotel.
11. **Force Majeure.** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities to the Group, including Acts of God, war, insurrection, state or local government regulations, disaster declarations, strikes, civil disorder, curtailment of transportation facilities greater than 25%, or an epidemic or pandemic declared by the World Health Organization or Centers for Disease Control affecting the locality in which the Hotel facility exists. This Agreement may be terminated, without penalty or fee, for any one of the above reasons by written notice from Hotel. Without limiting the generality of the foregoing, Group acknowledges that certain outside forces or events may require reduced capacity or offerings by Hotel to ensure safety of Group, other transient guests, or the public, and Group shall comply with such safety rules and restrictions provided by Hotel from time to time.
12. **Forum Selection; Attorneys' Fees.** This Agreement will be interpreted in accordance with the laws of the state in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorneys' fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post-judgment proceedings. To the extent permitted by law, the parties hereby waive any right to a jury trial in any action or proceeding regarding this Agreement.
13. **Entire Agreement.** This Agreement, along with the Group Sales Agreement and any attachments thereto, constitute the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by both parties. If handwritten changes are made to the Agreement or Group Sales Agreement, both parties must initial for it to be enforceable.
14. **Miscellaneous.** The person signing the Group Sales Agreement for Hotel and Group each warrant they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement or the Group Sales Agreement that is deemed unenforceable will be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement or Group Sales Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well to comply with the provisions of this Agreement.
15. **No Assignment.** Group may not assign or transfer this Agreement or the Group Sales Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such

consent may, at the option of Hotel, be deemed to be a cancellation of this agreement by Group, in which case Group will remain liable for any cancellation charges set forth therein.