

SWACYPAA BID COMMITTEE PACKET

Approved 09/15/2024

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To SWACYPAA Bid Committees:

During the annual Southwestern Area Conference of Young People in Alcoholics Anonymous, bid committees attend from all over the area in hopes of being granted the opportunity to host a SWACYPAA in their area. In order to be considered a potential site for next year's conference:

1. Some members of the committee must attend the conference.
2. A bid package which demonstrates the completion of all 15 bid requirements must be turned in to Advisory Council by 3pm on the Friday of that year's conference, although Council does prefer submission by email at least a week in advance.
3. The committee must attend roundtables on Friday night after the main speaker meeting, the bid session (usually Saturday morning) and present their committee to the Advisory Council and the rest of the conference in whatever manner they see fit. After the presentation, Council will have the opportunity to ask them questions about their committee and the bid requirements.

On Friday afternoon or evening of the conference, there will be an open Q & A session with the Advisory Council and each individual bid city; all bid cities are encouraged to attend. After all the bids have been presented on Saturday morning, the Advisory Council convenes to select the site for next year's conference via third legacy procedure. The announcement of the new host city takes place that night at the Saturday night main meeting.

This packet is intended to help Bid Committees prepare a bid for SWACYPAA. The information is based on the cumulative experience of Advisory Council.

It is strongly suggested that bid committees uphold the spirit of the Twelve Traditions and Twelve Concepts for World Service. There are many resources available for assisting in this process, such as [The Twelve Steps and Twelve Traditions](#) and the [AA Service Manual](#). The SWACYPAA Advisory Council is also available as a resource.

We look forward to hearing from you and working together to build SWACYPAA's future. You may contact us at: swacypaa.advisory@gmail.com or through our private Facebook group.

In Love and Service,

SWACYPAA Advisory Council

SWACYPAA Facts, Aims, and Purposes

(Approved 6/10/2013)

The idea for a Southwest Area Conference for Young People in Alcoholics Anonymous was originally conceived by regular attendees of annual YPAA Conferences between 2006 and 2010, a nearly five year stretch of time during which there was only one year with a regional Young People's Conference inside of a day's drive for residents of the Continental American Southwest. The simultaneous growth occurring in the population of YPAAs in states like Utah, Colorado, New Mexico, Nevada and Arizona led to the creation of the Four Corners Summit in 2010, an annual Campout aimed at promoting participation, enthusiasm, unity and excitement about Alcoholics Anonymous and sobriety for young people in the Southwest who didn't have another annual gathering in their immediate vicinity that they could attend or host. Many YPAAs within the region of the Four Corners Summit had made a regular habit of traveling to nearby states to attend their annual conferences, however found themselves frustrated by the fact they could never bring those Round-Ups to their area. There was a desire to participate in the kind of spiritual growth they heard was experienced by those involved in hosting large conferences.

During the three years after the Four Corners Summit was created, it became apparent to those involved that its attendees desired to keep that event small and intimate. The idea for creating an additional, larger conference for the Southwest region was born. After the unanimous blessing of the WACYPAA Advisory Council, YPAAs from Utah, Colorado, Arizona and Nevada planned an informal gathering at the 2013 WACYPAA in Tucson, AZ, where an Advisory Council to lead the idea from concept to actualization was formed. From there the work to make SWACYPAA a reality began as the elected Advisory Council began to hold monthly video conference calls.

The Southwest Area Conference for Young People in Alcoholics Anonymous has been established as an annual gathering to promote participation, unity, and enthusiasm about recovery among young AAs in the region. All across the Southwest there are young people achieving long-term, lasting recovery from alcoholism, but until now there has been no consistent vehicle for newcomers to be introduced to this reality throughout the area. To fill this void, SWACYPAA has been designed to enable smaller, sometimes less populated cities with growing YPAA communities to experience attending, bidding, and hosting a local area conference.

SWACYPAA BID-CITY REQUIREMENTS

Approved 05/19/2024

Bid Requirements:

1. The Conference will be held during the months of May, June, July, or August.
2. Each bidding committee must have at least three AA members who have been continuously sober for a minimum of one year.
 - Include a roster of bid committee members in your packet that also contains contact information and sobriety dates.
3. The Bidding Committee must have preliminary contracts (advisory will negotiate the final contract in consultation with host) from at least two (2) meeting facilities (usually hotels, may also be campgrounds, fairgrounds, or other weatherproof facilities of sufficient size) so sized as to be able to accommodate the entire Conference. The contract should include dates showing availability of event space food and beverage, room rates, sliding scale, audio/visual costs, security, room blocks, parking fees (if applicable), and all other costs related to the facility.
4. The bid committee agrees to obtain a permanent mailing address for the Conference in the form of a Post Office Box, if awarded the conference, and provide an email address.
5. Demonstrate how the bid committee has been involved with General Service by providing two statements of support from local AA Intergroup or regional equivalent, Area assembly, district, or other appropriate AA service committee.
6. The bid committee will be required to demonstrate its financial capabilities within the Traditions of AA as a whole by being directly involved in activities from which revenues are generated and providing the Advisory Council with their committee's financial report, showing budgets, in/outgoing money, and any other relevant financial recordings.
7. The bid committee will provide a list of all large scale AA events in the conference region (Arizona, California, Colorado, Nevada, New Mexico, and Utah) within a thirty-day period before and a thirty-day period after the proposed Conference date, in an effort to demonstrate due diligence and avoid conflicting with other events.
8. The new Host City must agree that 75% of all proceeds, after expenses (including repayment of seed money) are to be turned over to the SWACYPAA Advisory Council for distribution. The Host City is permitted to keep up to 25% of the proceeds to replenish their own reserves and/or donate to their local service structure.
9. Bid committee agrees to complete elections for SWACYPAA Host Committee within 45 days of being awarded the conference.
10. The bid committee must provide a concise statement illustrating the need and/or reason, as they understand it, for the Conference in their area.
11. Each committee will be given a maximum limit of 20 minutes, including the question and

answer period, for the presentation of the Bid Requirements.

12. Include a temporary pre-registration flyer in your bid packet.
13. Present a detailed proposed conference budget, including line-item expense and income projections. Please see sample budget template below.
14. Supply written acknowledgement that the prospective bidder has read, understands, and agrees to comply with the requirements as written in the Host Committee Responsibilities.
15. In order to give your bid a thorough review, it is suggested to send a PDF version of your bid packet to advisory prior to the conference, but no bids will be rejected. Bring two printed copies of your bid packet by Friday of the conference at 3pm and email PDF version to SWACYPAA.advisory@gmail.com.

ADDITIONAL SUGGESTIONS

- Produce a copy of the committee's proposed host committee guidelines and/or structure.
- Include a tentative outline of the conference program including main speaker meetings, marathon meetings, and panel meetings as well as conference entertainment and events.

SWACYPAA Advisory Council suggests that you meet with an Advisory Council member assigned to your area or to the Bid City Liaison to study the annual AA calendar in the Southwestern States to find a date that will offer the least potential for conflict with other AA functions. Bidders should do the research necessary to determine the weekends within the months of May, June, July, or August with the least amount of conflicts with other AA conferences in their region. All potential bidding cities are encouraged to consider the entire region for the purpose of making realistic preparation for any non-prevalent languages at the conference. We suggest that hotel information is omitted from the proposed pre-registration form included in your bid packet, and that only the projected month and year be stated. This is to address the issue of potential host cities not having signed hotel contracts.

Suggested Bid Committee Positions:

Chairperson

Maintains order and runs the regular business meetings, delegates responsibility, keeps overall responsibility to the group in mind, resolves committee problems as they arise, upholds group conscience and traditions, and keeps in contact with SWACYPAA Advisory Council member assigned to their region regarding progress of bidding and any assistance that may be needed.

Co-Chair

Takes on the duties of the chairperson when the chair is not available. The co-chair helps the overall group by assisting all position holders and committee members.

Secretary

Responsible for taking minutes during business meetings (recording discussion and documenting motions, etc.), furnishing committee phone list, collecting archives and all other assigned duties.

Treasurer

Responsible for the financial aspect of the committee, taking money, making deposits, accurately recording transactions, creating a budget template for proposed conference expenses and keeping the group informed of financial status.

Co-Treasurer

The co-treasurer shall, in the absence of the treasurer, accept the full duties of the treasurer and shall carry out the various duties assigned by the Bid Committee.

Hotel/Facilities Chair

Investigates all possible event locations for the conference, conducts hotel/venue negotiations and completes SWACYPAA bid requirements for two potential hotel contracts for the conference.

Intergroup/General Service Liaison

Keeps activities visible to intergroup/central office, district and area. Attends local assemblies and establishes contacts throughout the area. Responsible for obtaining letters of support required for SWACYPAA Bid Packet.

Outreach Chair

Everyone is a member of the outreach committee, however the outreach chair is responsible for coordinating efforts to inform local and regional AA's about SWACYPAA. Will stay in contact with current SWACYPAA Host Outreach Chair to assist in outreaching current year's conference through attending conferences, assemblies, round-ups, other AA meetings, passing out flyers, and making announcements.

Outreach is essential to the success of SWACYPAA. It may be beneficial to form a subcommittee to take on this enormous responsibility. It is also suggested that as a part of the bid

committee you elect or appoint liaisons to specific communities in your area which are often otherwise overlooked, specifically: Native American Liaison, Hispanic Liaison, LGBTQIA+ Liaison, and Al-Anon Liaison.

Suggested Business Meeting Format

1. Open meeting with prayer
2. Have someone read SWACYPAA Facts, Aims and Purpose
3. Have someone read Twelve Traditions
4. Secretary read minutes from last meeting
5. Vote to accept minutes as read (or make appropriate changes)
6. Chair Reports:
 - a. Chair
 - b. Co-Chair
 - c. Secretary
 - d. Treasurer
 - e. Facilities/Hotel Chair
 - f. Outreach
 - g. Intergroup/General Service Liaison
 - h. Other Positions
7. Old Business
8. New Business
9. Announcements
10. Close meeting with prayer

Suggested Guidelines and Procedures for Bid Committee Treasurer

These guidelines put forth by SWACYPAA Advisory Council are based on the experiences we have had serving on other host/bid committees. Every group is autonomous, so please do not regard these as rules. Bid committees can use these guidelines as a basis for how their treasury operates within their respective bid committee. Please feel free to contact Advisory Council with any questions or concerns you may have regarding these guidelines.

General Guidelines for Treasurer

1. Treasurer and Co-Treasurer have a minimum of 2 years of sobriety, be currently employed, have their own bank account, not on chexsystems or similar reporting agencies, and that they are proficient in Excel.
2. Have more than one signer on the account, for example include the Chair, Treasurer and Co-Treasurer as signers.
3. Have statements mailed to someone other than the treasurer, i.e. the Chair.
4. Allow others to view online statements and provide a treasurer's report at every business meeting.
5. Debit cards can be useful when having to purchase things for events. However, debit cards make it easier to misuse (either accidental or fraudulent) the account. If the bid committee chooses to utilize debit cards, please take extra cautionary steps when setting up accounts. For example, the debit card can have a \$0 cash withdrawal limit and a small purchase limit.
6. Keep track of all receipts and reimbursements. Keep all physical copies of receipts.
7. When receiving cash, keep some sort of note as to how much was received and what it was for. Committees receive money from numerous sources throughout the year and it is helpful to know where the money was from. Here are some situations where you may receive cash:
 - a. Events
 - b. Concessions
 - c. 7th Tradition

Budgeting

1. Budgeting is a helpful tool for a bid committee to make sure that not too much money is spent in any one particular area, and can be used as a pre-planning tool to include in your bid packet.
2. Budget low and aim high; i.e. with events, expect a lower attendance and high expenses. We are not in the business of making money but should be self-supporting.
3. Provide a budget vs. actual expenses report every couple of months to the bid committee so everyone is aware of the financial status and planning abilities of the committee.
4. It is suggested that the Treasurer request and oversee the construction of proposed budgets for each potential subcommittee should the bid committee be awarded the conference for the following year.
5. Budget templates for both events and a conference follows. This is just a template; each bid committee's expenses are going to be different depending on the event and expected attendance.

Event Budget Template

Budget	Actual
--------	--------

INCOME:

Door		
7th Tradition		
Concessions		

Total Income		
---------------------	--	--

EXPENSES:

Rent		
Drinks		
Decorations		
Insurance		
Entertainment		
Food		
Equipment		
Literature		
Misc.		

Total Expenses		
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NET PROFIT (LOSS)		
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Conference Budget Example/Template

	Vendor	Projected Cost
Treasury		
Cash Boxes		
Office Supplies		
Total Treasury Budget		

Facilities		
AV Expenses		
Meeting Space		
Coffee		
Total Facilities Budget		

Events		
Mechanical Bull Rental (4 hours)		
Sumo Suits (4 hours)		
Battle of the Bands		
MC Battle		
5K Run		
Motorcycle Run		
Scavenger Hunt		
Native American Drum Circle		
Graffiti Show		
Yoga Room		
Drag Show		
Red Rover/Freeze Tag		
Main DJ (2 nights)		
Total Events Budget		

Hospitality		
Games		
Snacks		
Gift Baskets for Speaker		
Total Hospitality Budget		

Registration		
Paper Bags		
Badge Holders		
Badge Inserts		
Magnets		
Rubber Stamps		
Ink Pads		
Ink Cartridge		
Highlighters, Pens, Stickers, etc		
Lanyards		
Total Registration Budget		

	Vendor	Projected Cost
Merchandise		
T-Shirts		
Sweatshirts		
Coffee Mugs		
Total Merchandise Budget		
Programs		
Program Printing		
ASL Interpreters (2)		
Spanish Translation Equipt.		
Registration for Speakers		
Big Books		
Speaker Hotel Room Nights		
Total Programs Budget		
Marathon Meetings		
Candy		
Total Marathon Budget		
Security		
Rented Radios		
Security Shirts		
Total Security Budget		
Literature		
Big Book		
Pamphlets		
Total Literature Budget		
Outreach		
Postage		
Fliers		
Total Outreach Budget		
Transportation		
Speaker and other Misc. Transport		
Total Transportation Budget		
Recording		
Speaker Recording Services		
Total Recording Budget		

Total Conference Budget	
Treasury Budget	
Facilities Budget	
Events Budget	
Hospitality Budget	
Registration Budget	
Programs Budget	
Marathon Mtgs Budget	
Merchandise Budget	
Security Budget	
Literature Budget	
Outreach Budget	
Transportation Budget	
Recording Budget	
Total SWACYPA Budget:	

SWACYPAA Hotel Contract Guide

Key Points When Approaching Hotels:

- Our hope is to have an event that is accessible and affordable to a younger demographic..

Dates of conference:

Premium dates are usually more expensive. High room blocks are easier to meet on holiday weekends.

Meeting Space

Determine if the hotel has enough meeting space to accommodate all the conference attendees. This should include at minimum a ballroom to fit 500 people, panel room, marathon meeting room, hospitality room, and advisory board room.

Food and Beverage Minimum (F&B)

In addition to or instead of the room block offsetting the cost of conference space, the facility may require a minimum purchase of food/beverage. Ideally, this should be avoided because facilities often require food and beverage items to be purchase through them directly, and prices tend to be unrealistically high. Hotels also tend to lean towards a banquet style of feeding guests. A more realistic alternative is the “cash concessions” model, where the hotel or host sells pre-packaged food and drinks. These may be purchased through the facility directly, or negotiated to allow for outside purchases to reduce cost, and the F&B minimum paid in cash.

Some hotels will allow food sold in on-site restaurants/coffee shops to count towards the minimum. This should always be requested when an F&B minimum is required.

Room Block

There is usually a square diagram in the contract that shows the room requirements for each night. Determine if the room block is cumulative or non-cumulative.

The room block represents the number of rooms per night, and the total is referred to as “room nights”. Calculating the number of room nights needed is dependent on the area, and factors in an average of 4 people per room and the expectation that some people will find alternate lodgings such as AirBnB. Thursday’s block is traditionally much lower than Friday and Saturday, which tend to be equal to each other.

Conservative example

	Thursday	Friday	Saturday
Guest Rooms	25	50	50

125 room nights total. Thursday night expects at least 100 people, Friday and Saturday expect at least 200 people.

Big baller, shot caller example

	Thursday	Friday	Saturday
Guest Rooms	50	100	100

250 room nights total. Thursday night expects at least 200 people, Friday and Saturday expect at least 800 people.

Attrition Clause

Room blocks are usually given by a hotel in exchange for conference space being provided for free or at a significantly reduced cost. To protect themselves, the hotel will often include a clause in the contract called “attrition” which means that if the full block isn’t booked by a certain date (usually a month before the conference) then the conference space will start to cost money, or possibly a straight penalty will have to be paid by the host committee.

For example, an 80% attrition clause means that 80% of the room block must be booked by the cutoff date or the penalties kick in. *The attrition percentage, the penalty amount, and the cutoff date are some of the most significant negotiation points in a contract.*

AV Costs

Determine the AV costs of the hotel and if you need to hire an outside company. Determine your needs: usually microphones, speakers, amps, projectors, recordings etc. This can be one of the most expensive line items in the budget, so be sure not to overlook this item.

Set-up and clean-up fees

Often put in after the contract is ‘officially’ being worked on. Determine if the hotel charges separately for changing rooms around.

Tables and chairs

Sometimes these cost money – something to ask about

Master Account

Many times, a contract gives a credit for every room night booked. This money goes in the master account, as well as any deposits made by the host. Master accounts are used to put towards your bill at the end.

Deposits

Many hotels require advanced deposits, which can be negotiated. Determine the schedule and amounts to budget appropriately.

Room Rate Extension:

Ideally, the discounted rate should be available for conference attendees at least three days before and three days after the conference for people who want to arrive early or stay late. In addition, these extended room nights should count toward the total room block.

Merchandise:

Determine if the hotel allows the sale of merchandise on hotel property or if there is an additional cost to sell merchandise. Also check your state sales tax and other relevant laws.

Security:

Determine if the hotel requires professional security services. This could be an added cost to the conference.

Extra amenities to ask about

- Complimentary room per 40-50 room nights sold
- Water stations in all meeting rooms
- Designated smoking area
- Free conference space with option room night attrition
- Free coffee
- Extended pool/spa hours
- Waived/discounted parking fees for hotel guests

Tentative Schedule/Space Needed:**For the entire conference Weekend**

- 24hr. Marathon Meetings starting @ 4PM Thursday until Sunday morning 8:00AM
- 24hr hospitality suite
- Secure a boardroom for advisory meetings

Friday:

- Specialized meeting rooms for panels and workshop: 10:00 am until 5:30pm
- Friday night opening meeting (ballroom): 8:00-10:00 PM
- Dance or dances (ballroom): 10:30 - 1:00 or 2:00AM

Saturday:

- Specialized meeting rooms for panels and workshop: 10:00 am until 5:30pm
 - As many rooms as you think are needed - Seating 30-50 people
(Shoot high; you may negotiate down later if required)
- 1 large meeting room for bidding session 8:00am - 2:00pm with AV
- Possible off site activities
- Main Meeting Starting @ 7:00pm
- Possible Banquet Dinner - **DO NOT OFFER THIS IN INITIAL NEGOTIATION** -
Use it as leverage if required (cost depending on current economy)
- Save time for announcements by Advisory Council at the end of the Saturday night meeting

Sunday:

- Closing meeting 10:00am-12:00pm
- Meeting space for host decompression until 4pm

SWACYPAA Hotel History

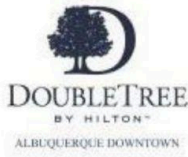
	City	Dates Held	Room Block	Room Pick-up	Room Rate	Food & Bev	AV	Approx. Total Reg	Approx. Total Pre-Reg	Attendance
SWACYPAA I	Salt Lake City, UT	6/19/13 - 6/22/13	180	-	\$87.40/night	\$2500	-	-	-	-
SWACYPAA II	Scottsdale, AZ	7/23/15-7/25/15	139		\$89/night	\$2000				
SWACYPAA III	Sparks, NV	6/2/16-6/5/16	525		\$89/night	0				
SWACYPAA IV	Orange County, CA	8/17/17-8/19/17	210		\$119	\$5000				
SWACYPAA V	Tucson, AZ	7/26/18-7/29/18	150		\$79	0				
SWACYPAA VI	Las Vegas, NV	8/15/19-8/17/19	190		\$98.31	\$6000				
SWACYPAA VII	Santa Barbara, CA	9/17/21-9/19/21	280		\$164	\$1500				
SWACYPAA VIII	St. George, UT	7/28/22-7/31/22	100	97	\$104	0	\$300	449		372
SWACYPAA IX	Albuquerque, NM	8/17/23-8/20/23	90	105	\$135	\$2200	\$750	419	219	
SWACYPAA X	Sonoma County, CA	8/8/24-8/10/24	100	120	\$189	0				

Some Past Hotel Contracts Follow as Examples.

APPENDIX I - HOTEL CONTRACTS

SWACYPAА IX - Albuquerque, NM Hotel Contract -

Nathan Don
Sales Manager



DoubleTree by Hilton Hotel Albuquerque
201 Marquette Ave NW
Albuquerque, NM 87102
Tel. (505) 247-3344
Fax: (505) 247-7017
www.doubletreeabq.com

GROUP SALES AGREEMENT

The following represents an agreement between the **DoubleTree by Hilton Hotel Albuquerque** ("Hotel") and **Southwestern Area Conference of Young People in Alcoholics Anonymous** ("Group") and outlines specific conditions and services to be provided.

NAME OF EVENT: SWACYPAА Conference
 ORGANIZATION: Southwestern Area Conference of Young People in Alcoholics Anonymous
 OFFICIAL PROGRAM DATES: Thursday, August 17, 2023 - Sunday, August 20, 2023
 CONTACT NAME: Christian McEwan
 JOB TITLE:

ADDRESS: 1401 21ST STREET
 SUITE R
 SACRAMENTO, California
 PHONE NUMBER: (949) 278-9397
 FAX NUMBER:

E-MAIL: christianmcewan@gmail.com

HILTON HONOR'S REWARDING EVENTS:

All rewards points will appear on members account within 30 days upon final bill payment considering event meets all Rewarding Event qualification requirements.

Name of Member(s) to receive points: _____

Hilton Honors Number(s): _____

GUEST ROOM COMMITMENT GROUP ROOM RATES

The "Hotel" agrees that it will provide, and "Group" agrees that it will be responsible for utilizing, 90 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"). "Hotel's" rack rates for the month in which the event will be held are currently . Based upon "Group's" total program requirements as outlined in this agreement, the "Hotel" confirms the following group rates:

	Occupancy	Thu 08/17/2023		Fri 08/18/2023		Sat 08/19/2023	
		Rooms	Inc. Rate	Rooms	Inc. Rate	Rooms	Inc. Rate
King/QQ	S/D/T/Q	6/14	\$134.00	15/20	\$134.00	15/20	\$134.00

The "Hotel" room rates are subject to applicable Taxes (currently 15.750%) in effect at the time of check-in

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

REBATE

No Rebate

February 27, 2023

CONCESSIONS

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

- Conference A/V package priced at \$750. Includes dance floor, 5 podiums, 2 mics
- Client is allowed to bring in DJ at no additional charge

METHOD OF RESERVATIONS

Individual Call-In: By calling Hotel's toll free Reservation Line , **1- 800-584-5058**, individuals can make their own reservations. For individuals to receive the established Group rate, they must identify themselves as members of the SWACYPA A Conference group initially when making the reservation. Reservations can also be made directly by the attendee via the Internet using a Reservation Hilton Web Link. The link is a free tool that enables guests to book online, using the negotiated meeting/convention rate(s) secured with the "Hotel". All reservations must be received by the group's cut-off date. Reservations made after the cut-off date will be subject to availability and the most available rate.

CUT-OFF DATE

Reservations by attendees must be received on or before **Tuesday, July 25, 2023**. At this Cut-Off Date, the "Hotel" will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the group rate after this date. Release of rooms for general sale following the Cutoff Date does not affect "Group's" obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

METHOD OF PAYMENT

- Credit Card
- Company Check

If "Group" wishes to pay any portion of its obligation by credit card or company check, the attached **credit card authorization** form must be filled out, **signed, and returned** prior to execution of this Agreement to guarantee method of payment. An authorized credit card, cash or certified check deposit for the all catering, meeting room and audio visual charges is required no later than 72 hours in advance to the date of the event (not applicable for approved direct bill accounts).

- Direct Billing

If "Group" wishes to pay any portion of its obligation by Direct Bill and does not currently have approved Direct Bill privileges or is applying for Direct Bill privileges, the attached **credit card authorization** form must be filled out, **signed, and returned** prior to execution of this Agreement to guarantee method of payment. Payment of the Master Account may be made by Direct Bill upon completion of the Direct Bill application and approval. All Direct Bill applications must be submitted no less than 2 weeks prior to the date of the event for processing. *(Direct Bill privileges are not available for social, religious and political groups)*. If "Group" is approved for or continues to have Direct Billing at the time of the Event, the Hotel will invoice "Group" for your Master Account charges exclusive of any required deposits.

SLEEPING ROOM BILLING INSTRUCTIONS:

Please Check One Option:

- All Charges to Master (*Room, Tax & Incidentals*)
- Room and Tax to Master; Incidentals to Individual
- Individuals responsible for all charges.

PARKING

"Hotel" parking with in and out privileges is based upon availability to our overnight guests for a flat rate, which is currently \$15.00 per day, and subject to change. Local guests may utilize the Hotel parking lot, based upon availability, for an hourly fee. However, no in and out privileges are available to local guests.

SPECIAL PARKING

Groups that require special parking must advise "Hotel" of parking requirements 72 hour prior to arrival in order for the hotel to ensure parking for group. A \$65.00 charge per bus per day will apply.

DEPOSITS & ADVANCED PAYMENTS

A non-refundable advance deposit will be required in order for us to hold your arrangements on a definite basis. The advance deposit(s) are due on as follows:

February 27, 2023

Transaction Type	Charge Type	Date	Amount
	Credit Card	Full deposit due by June 1, 2023	\$4,000

ROOMS ATTRITION POLICY

“Hotel” is relying upon “Group” use of the Room Night Commitment. “Group” agrees that a loss will be incurred by “Hotel” if “Group’s” actual usage is less than 80% of the Room Night Commitment.

If “Group’s” actual usage is less than 80% of the Room Night Commitment, “Group” agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and “Group’s” actual usage, multiplied by the average group room rate. “Hotel” agrees that after receiving this payment, it will not seek additional damages.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Total Hotel Revenue and Room Night Commitment of more than 80%, the “Hotel” may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

FUNCTION SPACE

Based on the requirements outlined by “Group”, the “Hotel” has reserved the function space set forth on the Function Information Agenda/Event Agenda below. Function rooms are assigned based on the number of persons anticipated. The “Hotel” reserves the right to adjust function space based upon changes in attendance.

FUNCTION INFORMATION AGENDA

*****Rooms will be utilized throughout the night for marathon sessions. Those rooms will be notated closer to event by client*****

Date	Time	Function	Room	Setup	AGR	Rental
Thu, 08/17/23	24 hour	Breakout/Syndicate	Coral III	Theater	50	\$4,000.00
Thu, 08/17/23	24 hour	Breakout/Syndicate	Moonstone	Theater	50	\$.00
Thu, 08/17/23	24 hour	Breakout/Syndicate	Crystal II	Theater	50	\$.00
Thu, 08/17/23	24 hour	Breakout/Syndicate	Crystal I	Theater	50	\$.00
Thu, 08/17/23	24 hour	General Session/Congress	Coral I & Coral II	Reception	200	\$.00
Fri, 08/18/23	24 hour	Breakout/Syndicate	Coral III	Theater	50	\$.00
Fri, 08/18/23	24 hour	Breakout/Syndicate	Moonstone	Theater	50	\$.00
Fri, 08/18/23	24 hour	Breakout/Syndicate	Crystal II	Theater	50	\$.00
Fri, 08/18/23	24 hour	Breakout/Syndicate	Crystal I	Theater	50	\$.00
Fri, 08/18/23	24 hour	General Session/Congress	Coral I & Coral II	Reception	200	\$.00
Sat, 08/19/23	24 hour	Breakout/Syndicate	Coral III	Theater	50	\$.00
Sat, 08/19/23	24 hour	Breakout/Syndicate	Moonstone	Theater	50	\$.00
Sat, 08/19/23	24 hour	Breakout/Syndicate	Crystal II	Theater	50	\$.00
Sat, 08/19/23	24 hour	Breakout/Syndicate	Crystal I	Theater	50	\$.00
Sat, 08/19/23	24 hour	General Session/Congress	Coral I & Coral II	Reception	200	\$.00
Sun, 08/20/23	24 hour	Breakout/Syndicate	Coral III	Theater	50	\$.00
Sun, 08/20/23	24 hour	Breakout/Syndicate	Moonstone	Theater	50	\$.00
Sun, 08/20/23	24 hour	Breakout/Syndicate	Crystal II	Theater	50	\$.00
Sun, 08/20/23	24 hour	Breakout/Syndicate	Crystal I	Theater	50	\$.00
Sun, 08/20/23	24 hour	General Session/Congress	Coral I & Coral II	Reception	200	\$.00

Group will be charged a discounted meeting room rental amount of \$4,000 with a food and beverage minimum purchase of \$0.

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 7.625%) and service charge (currently 23%) in effect on the date(s) of the event.

SHIPPING AND PACKAGES

February 27, 2023

In the event "Group" will be shipping packages to "Hotel", "Group" must notify "Hotel" at least one week in advance. All packages sent to "Hotel" must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. "Hotel" has no liability for the delivery, security or condition of the packages. The following scale will apply for all shipments over 25 pounds delivered to the "Hotel":

25 - 100 lbs.	\$50.00
101 – 150 lbs.	\$75.00
151 – 200 lbs.	\$100.00

Anything over 200 lbs. will be billed \$100+.50cents per lbs.

EXHIBIT TABLES

"Hotel" will provide group with five (5) complimentary exhibit tables per event. Additional exhibit tables will be a change of \$25.00 each. (Taxes and service fees not included)

RESETTING CHARGES

After "Group" has detailed their event with "Hotel" and signed banquet event orders, any requested changes will incur a resetting fee to be determined by "Hotel". (Taxes and service fees not included)

DAMAGE TO FUNCTION SPACE

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

FOOD, BEVERAGE, A/V, AND MEETING ROOM RENTAL ATTRITION/CANCELLATION

The "Hotel" is relying upon 85% of the food and beverage, A/V, and Meeting room rental from the functions outlined on the Function Information Agenda/Event Agenda. "Group" agrees that a loss will be incurred by "Hotel" if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

"Group" agrees that availability of the outlined meeting space is contingent upon "Group" providing a minimum food and beverage revenue (exclusive of applicable service charges and taxes). If "Group" provides less Food, Beverage, A/V, and Meeting Room Rental Revenue, it agrees to pay "Hotel" the difference between the stated minimum and the actualized revenue as meeting room rental. In addition, if any meeting/or food and beverage event is cancelled, "Group" agrees to pay "Hotel" the Food & Beverage minimum, any A/V, and Meeting Room Rental as liquidated damages. "Hotel" agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

CHARGES:

<u>Total Percent of Consumed Contracted Guest Room Block</u>	<u>Total</u>
<u>Meeting Room Rental</u>	
85% and above	
\$0.00 of total anticipated Revenue	
75 to 84%	25% of total anticipated Revenue
65 to 74%	50% of total anticipated Revenue
55 to 64%	75% of total anticipated Revenue
Less than 55%	100% of total anticipated Revenue

DISORDERLY CONDUCT

The "Hotel" wants to ensure all guests and Hotel associates are safe during your event. The "Hotel" employees have the right to shut down the event at any time we feel the event has become an unsafe environment. Should any guest of your event become unreasonable to deal with, they will be asked to vacate the property. In the case the event is shut down and no refunds will be provided.

CANCELLATION

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

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

“Group” therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below, plus the Food & Beverage minimum and/or Meeting Room Rental revenue under this Agreement.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to 363 days prior	10% of Total Revenue
From 180 days to 364 days prior	25% of Total Revenue
From 90 days to 179 days prior	50% of Total Revenue
From 31 days to 89 days prior	75% of Total Revenue
From 0 to 30 days prior	100% of Total Revenue

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

IMPOSSIBILITY

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

COMPLIANCE LAW

This Agreement is subject to all applicable federal, provincial, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. “Hotel” and “Group” agree to cooperate with each other to ensure compliance with such laws.

LITIGATION EXPENSES

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

CHANGES, ADDITIONS, MODIFICATIONS TO THIS CONTRACT

All changes, additions, deletions, or situations including corrective lining out by either the “Hotel” or “Group” will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the “Hotel”. Unless the “Hotel” otherwise notifies “Group” at any time prior to “Group’s” execution of this document, the outlined format and dates will be held by the “Hotel” for “Group” on a first option basis until **5:00 pm MST March 10, 2023**.

If “Group” cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the “Hotel’s” option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by the “Hotel” of a fully executed version of this Agreement prior to **March 10, 2023**, or upon the “Hotel’s” acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon the “Hotel” and “Group”.

The “Hotel” and “Group” have agreed to and have executed this Agreement by their authorized representative as of the dates indicated below

Approved And Authorized By: Southwestern Area Conference of Young People in Alcoholics Anonymous	Approved And Authorized By: DoubleTree by Hilton Hotel Albuquerque
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February 27, 2023

By: (Print Name)	By: Nathan Don
Title:	Title: Sales Manager
Signature:	Signature:
Date:	Date:

SWACYPAA X - San Marin, CA, 2024



EXPRESS AGREEMENT

Embassy Suites San Rafael - Marin County
101 McInnis Parkway
San Rafael, CA 94903

This **Express Agreement (USA) – Short Term Meeting** (“Express Agreement”) is by and between **The Southwest Area Conference for Young People in Alcoholics Anonymous** (“Group” or “you” or “your”) and **Hotel McInnis Marin, LLC** (“Owner”), d/b/a **Embassy Suites San Rafael - Marin County** (the “Hotel” or “we” or “our” or “us”).

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Hayley Carlton	Name of “Event”:	SWACYPAA
Title:	Facilities Chair	Date(s) of Event:	August 08, 2024 - August 11, 2024
Company Name:	The Southwest Area Conference for Young People in Alcoholics Anonymous	Post to Reader Board As:	SWACYPAA
Address:	1401 21 st Street, Suite R	Hotel Contact:	Jessica Harrington
City, State, Zip:	Sacramento, CA 95811	Title:	Sales and Event Manager
Phone:	(805) 444-8634	Phone:	415.499.5904
Email:	mcmartintosh@gmail.com	Email:	jessica.harrington@hilton.com

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

	2 Queen Standard Suite		King Standard Suite	
	Rooms	Rate	Rooms	Rate
Thu 08/08/2024	15	\$189.00	5	\$179.00
Fri 08/09/2024	25	\$189.00	15	\$179.00
Sat 08/10/2024	25	\$189.00	15	\$179.00

TOTAL SLEEPING ROOM NIGHTS RESERVED: 100

Sleeping room rates as noted in the “Room Block” above are quoted *exclusive* of applicable state and local taxes, fees and assessments.

CHECK ONE: Sleeping room rates as noted in the “Room Block” above are quoted net, non-commissionable or commissionable.

CHECK ONE: Room and tax will be paid by individuals or charged to Group’s Master Account.

SPECIAL CONCESSIONS:

- 80% attrition
- Complimentary Wi-Fi in guest rooms
- Complimentary basic Wi-Fi in meeting rooms
- Hotel will allow group to bring in and run their own av or rent from an outside source at no additional cost
- No food and beverage is required
- Discounted Parking for overnight guests (\$5 daily rate)
- Complimentary parking for event only attendees
- Same rate for single, double, triple and quad occupancy
- Hotel will provide group with a key for all of the breakout rooms to allow for 24 hour access (client knows that there will be a fee assessed if key to Belvedere boardroom is lost)
- 24 hour hold on all meeting rooms

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 **July 18, 2024**. 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 guarantees payment of such rooms to the Master Account. 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.

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.

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 9.25%, the California tourism assessment fee, for guest rooms, is 0.195%, the California tourism assessment fee, for event charges, is 0.0975%, and the hotel occupancy tax rate is 12% (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.

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.

Schedule of Events and Function Space Charges:

Date	Start Time	End Time	Function	Room*	Setup	Agr	Room Rental
Thu, 08/08/24	12:00 PM	9:00 PM	Meeting	Novato/Larkspur/Corte Madera	Theater	200	\$1,500
Thu, 08/08/24	12:00 PM	11:59 PM	Breakout/Syndicate	Petaluma	Theater	40	\$250
Thu, 08/08/24	12:00 PM	11:59 PM	Breakout/Syndicate	Ross	Theater	40	\$250
Fri, 08/09/24	12:00 AM	11:59 PM	Breakout/Syndicate	Ross	Theater	40	\$250
Fri, 08/09/24	12:00 AM	11:59 PM	Breakout/Syndicate	Belvedere	Conference/Boardroom	12	\$200
Fri, 08/09/24	12:00 AM	11:59 PM	Breakout/Syndicate	Petaluma	Theater	40	\$250
Fri, 08/09/24	12:00 AM	11:59 PM	Breakout/Syndicate	Tiburon	Theater	40	\$250
Fri, 08/09/24	8:00 AM	9:00 PM	Breakout/Syndicate	Santa Rosa	Theater	40	\$250
Fri, 08/09/24	6:00 PM	9:00 PM	Meeting	San Rafael Ballroom	Theater	500	\$1,500
Fri, 08/09/24	9:00 PM	2:00 AM	Dance	San Rafael Ballroom	Special Setup Instructions	500	Waived
Sat, 08/10/24	12:00 AM	11:59 PM	Breakout/Syndicate	Petaluma	Theater	40	\$250
Sat, 08/10/24	12:00 AM	11:59 PM	Breakout/Syndicate	Tiburon	Theater	40	\$250
Sat, 08/10/24	12:00 AM	11:59 PM	Breakout/Syndicate	Ross	Theater	40	\$250

Sat, 08/10/24	12:00 AM	11:59 PM	Breakout/Syndicate	Belvedere	Conference/Boardroom	12	\$200
Sat, 08/10/24	8:00 AM	9:00 PM	Breakout/Syndicate	Santa Rosa	Theater	40	\$250
Sat, 08/10/24	6:00 PM	9:00 PM	Meeting	San Rafael Ballroom	Theater	500	\$1,500
Sat, 08/10/24	9:00 PM	2:00 AM	Dance	San Rafael Ballroom	Special Setup Instructions	500	Waived
Sun, 08/11/24	12:00 AM	4:00 PM	Breakout/Syndicate	Ross	Theater	40	\$250
Sun, 08/11/24	12:00 AM	4:00 PM	Breakout/Syndicate	Petaluma	Theater	40	\$250
Sun, 08/11/24	12:00 AM	4:00 PM	Breakout/Syndicate	Belvedere	Conference/Boardroom	12	\$100
Sun, 08/11/24	8:00 AM	4:00 PM	Meeting	Novato/Larkspur/Corte Madera	Theater	200	\$750

- 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 24% of the total revenue, plus any applicable state and/or local taxes. 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.

Event Planner Program: Hayley Carlton ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number is . For this Event, Event Planner is eligible to earn one Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will include sleeping room, meeting room rental, food and beverage and audio-visual revenue up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Program are available by visiting www.hilton.com. Group agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required. Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to Hotel, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. Hotel can provide an acknowledgement form acceptable to Hotel.

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:	\$14840
Total Anticipated Meeting Room Rental Fees:	\$8750
"Total Anticipated Revenue":	\$23590

Method of Reservations: Reservations will be made: directly by the attendee via the Internet using Hilton Attendee, Hilton's free tool that enables guests to book online, using the negotiated group rate(s) secured with the Hotel. Please visit <https://bit.ly/HiltonAttendee> to create the HiltonLink custom page at least 1 week prior to when housing is scheduled to open; OR 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; OR all housing will be coordinated through and requests for guest rooms by identified Event attendees will not be accepted by Hotel and attendees will be referred to until after the Cut-Off Date. Group's designated Event Manager will contact Group to discuss using Hotel's automated rooming list reservation process (Reservation Automated Processing Input and Delivery or RAPID!) and to obtain a copy of the housing form to review and approve for completeness and accuracy prior to publication to Group's attendees; OR via a rooming list. Hilton offers direct download into Hotel's reservation system using RAPID!. Group's designated Event Manager will send Group an Excel template to create Group's rooming list. Group's final rooming list must be received on or before the Cut-Off Date.

Assignment/Confirmation of Function Space: The Schedule of Events listed on the first page of this Agreement indicates the space that is tentatively being held for you and will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available for your Event, you agree that we may substitute space of appropriate size and comparable quality for your Event.

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.

Guarantee of Final Numbers: 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. We will not undertake to serve more than **3%** above this guaranteed minimum. If for any reason the notice of the final guaranteed number of attendees is late, then the **anticipated** number of attendees for the applicable catered food function will be used for billing purposes and the menu 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.

Payment Terms: At the time of contracting, you must provide a valid credit card (unless you have established sufficient credit facilities with Hilton or Hotel). All charges or amounts owed by you will be charged to that initial credit card *unless* you make acceptable alternative payment arrangements (cash, company check, or other credit card(s)) directly with us prior to the time that the amount becomes due. Your initial credit card will only be charged in the following instances: 1) all estimated Event charges minus the prepaid deposit will be charged **72 hours** before the start of your Event; 2) for any additional charges you incur during your Event; and 3) if cancellation damages are assessed. If you have established sufficient credit facilities with Hilton or Hotel, payment of all Event charges (other than the deposit) will be due within **30 days** after receipt of the final bill. Undisputed invoiced charges more than 30 days past due will be considered delinquent and will be charged interest at a rate of 1.5% per month, or the maximum amount allowed by law, whichever is less.

Guarantee of "Total Anticipated Revenue": If the Event is held, but the Hotel does not realize the Total Anticipated Revenue from your Event, you agree to pay liquidated damages due to your lack of performance to the Hotel in an amount equal to 80% of the higher of (1) the original Total Anticipated Revenue, or (2) the total charges for the Event (including gratuities, service charges, supplemental surcharges, rentals and applicable taxes) based on your final guarantee or contracted number of guests, plus applicable state and local taxes. 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.

Full Cancellation: You may cancel this Express Agreement only by giving written notice to us. The amount of full cancellation damages (plus applicable taxes if required by law) owed by Group to Hotel depends on when notice is received by Hotel as follows: between date of signing of Express Agreement and **30 days** in advance of Event, between date of signing of Express Agreement and **30 days** in advance of Event, **60%** of Total Anticipated Revenue; between **29 days** and **11 days** in advance of Event, **80%** of Total Anticipated Revenue; between **10 days** or less in advance of Event, and due to products and services that must be purchased and scheduled in advance, **100%** of the original Total Anticipated Revenue, or the total charges for the Event (including labor, gratuities, and service charges, rentals and applicable taxes) based on your final guarantee or contracted number of guests, whichever is **higher**.

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, including, but not limited to, government regulations prohibiting travel to the city in which the Hotel is located over the Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control that specifically advises travelers to avoid all non-essential travel to the city in which the Hotel is located and which travel advisory is in effect over the Event dates; 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.

If the parties mutually agree that a valid Impossibility / force majeure event has occurred, and notwithstanding such fact the parties mutually agree to proceed with the Event, then taking into account the nature of the unforeseen occurrence and its actual adverse effect on the Event, the parties agree to negotiate in good faith an amendment to the performance (attrition) clauses of this Agreement as may be necessary to reasonably accommodate both parties' interests.

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.

Option Dates: These arrangements are being held on a **first option basis** until **October 9, 2023** (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 **24 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 , 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, the parties agree that in addition to the terms and conditions of this Express Agreement as outlined above, this Express Agreement is also comprised of all the additional terms and conditions set forth in the **Express Agreement (USA) Short Term Meeting-Additional Terms and Conditions** located on the following web site: <http://hiltondistribution.com/express-usa-short-term-meetings/addlterms.htm>.

Please sign and return this Express Agreement to us by **October 9, 2023**. We may release your tentatively reserved sleeping rooms and/or facilities if we do not receive your signed Express Agreement by the applicable due date. No cancellation fee shall apply in such circumstances. Once both you and we sign this Express Agreement, all provisions reserved on your behalf will be **confirmed** and therefore subject to the terms of this Express Agreement.

Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties.

If this Express Agreement is returned signed by you but you have made any handwritten or typed changes to the document, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Express Agreement on behalf of the party for which they sign, and the person signing on behalf of Group, if you are required to provide a credit card at time of contracting, further authorizes the Hotel to charge that initial credit card for the amounts indicated in this Express Agreement.