MINUTES
Special Meeting Board of Directors
September 17, 2025 7:00 PM
ZOOM

The meeting was called to order at 7:01pm by Vice President Michael Vrooman.
Secretary Gene Fraikes conducted roll call of Directors present. (roll call attached). A quorum was present to conduct business.

Chuck Browning made a motion to approve the 2026 IGRA Convention Hotel Contract and was seconded by Weston Crow-Tucker. Ron Trusley reviewed a few points in the contract. Ron advised that AGRA is planning to provide lunch during the committee meetings on Friday.

Due to President Brian Helander having a work emergency and unable to attend this meeting he requested the remaining 2 items on the agenda be tabled until a time when he can be present.

Tim Smith made a motion to table the business concerning the contract for an interim IGRA.COM webmaster and the review of any additional proposals for the IGRA IT redesign of our on-line presence. The motion was seconded by Chuck Browning. Motion passed.

Meeting adjourned at 7:20pm

IGRA Special Meeting BOARD OF DIRECTORS ROLL CALL
September 17, 2025

ASSOCIATION		NAME	TRUSTEE	ALTERNATE
President		BRIAN HELANDER		
Vice President	P	MICHAEL VROOMAN		
Secretary	P	GENE FRAIKES		
Treasurer		DAVID HILL		
AGRA	P	SHERRY MULLEN	X	
ASGRA	P	MICHAEL LENTZ	X	
CGRA		ROBERT THURTELL	X	
CRGRA	P	CHUCK BROWNING	X	
DSRA	P	DANIEL BRISON	X	
GPRA	P	WESTON CROW-TUCKER		X
GSGRA		DAVID LAWSON	X	
ILGRA		ANTHONY VALDEZ	X	
MIGRA		SCOTT KORFF	X	
MGRA		KENNETH HALL	X	
NGRA		GUY PUGLISI	X	
NMGRA		DAVID HENZEL	X	
NSGRA		CHRIS TOBIN	X	
RRRA	P	CANDY PRATT	X	
TGRA	P	TIM SMITH	X	
UGRA		KEVIN HILLMAN	X	
	9			
30% = 6				
Guest				
Ron Trusley				

Gmail

Gene Fraikes <genefraikes@gmail.com>

Alternate

1 message

Mary Arbuckle <maryotheroptions@outlook.com> Wed, Sep 17, 2025 at 7:01 PM
To: Gene Fraikes <genefraikes@gmail.com>

Hello, Weston Crowe will be the alternate for the meeting tonight

Get Outlook for iOS

EMBASSY SUITES by Hilton
Phoenix Biltmore

GROUP CONFIRMATION AGREEMENT

Embassy Suites Phoenix - Biltmore
2630 East Camelback Road
Phoenix, AZ 85016

This **Group Confirmation Agreement** ("Agreement") is by and between **International Gay Rodeo Association** ("Group") and **DJONT/JPM Phoenix Leasing LLC MGD B** ("Owner"), d/b/a **Embassy Suites by Hilton Phoenix Biltmore** (the "Hotel").

Especially Prepared for:		**Event & Hotel Information:**	
Group Contact:	Brian Helander	**Name of "Event":**	International Gay Rodeo Association
Title:	President	**Date(s) of Event:**	November 11, 2026 - November 16, 2026
Company Name:	International Gay Rodeo Association	**Post to Reader Board As:**	
Address:		**Hotel Contact:**	Sonya Salinas
City, State, Zip:	,	**Title:**	Director of Sales & Marketing
Phone:		**Phone:**	602-956-4691
Email:		**Email:**	Sonya.Salinas@hilton.com

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

Embassy Suites Phoenix - Biltmore					
	Wednesday 11/11/26	Thursday 11/12/26	Friday 11/13/26	Saturday 11/14/26	Sunday 11/15/26
Suite – King Bed s/ Sofa Sleeper	5	10	10	10	10
Suite – 2 Queen Beds w/ Sofa Sleeper	25	50	50	50	40
TOTAL	30	60	60	60	50

Rates: $194.00 - king bed with 1-2 people
Rates: $214.00 – 2 queen beds with 1-2 people
$10.00 additional charge will apply for 3rd and 4th occupant **Occupancy tax at 13.07%**

TOTAL SLEEPING ROOM NIGHTS RESERVED: 260

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

Commission: Hotel will pay a commission of **7%** of the applicable room rate (excluding any taxes, rebates, housing company fees or other subsidy) for each sleeping room night actually occupied and paid for by Group's attendees that was reserved as part of the established Room Block at the negotiated group room rates contained in this Agreement. Commission will be paid to Lamont Co. (**"Meeting Planner"**), unless Hotel receives confirmation in writing signed by both Group and Meeting Planner that commissions are to be paid to some other person or entity. Hotel will make no more than one commission payment of **7%**, which Hotel estimates will equal **$3,831.80** if the entire Room Block is actualized at the minimum room rates. Payment will be made after receipt by the Hotel of full payment for the Event, but Hotel has no obligation to take any action to collect funds to be paid as commissions. ***Payment of commission is also subject to Hilton's FastPay terms and conditions in effect at time of payout. FastPay is Hilton's centralized payment system and customer service team that processes group commissions on behalf of all hotels in the United States.*** No commission payments will be paid to the Meeting Planner for revenue received by Hotel from individual cancellation fees or no-show charges, discounted staff rooms, cancellation damages or sleeping room performance damages. If no third party meeting planner is used, commission will not be paid to the Group. Group (and Group's Meeting Planner if the Meeting Planner is signing the Agreement on Group's behalf) agrees to take full responsibility for determining whether further disclosure of the commission is required and for making such disclosure if it is required.

Staff Rooms: Hotel is pleased to reserve up to 25 room nights as part of Group's Room Block at the negotiated net meeting/convention rate of $159 to be used by Group's convention staff. The regular rate for these rooms would be $194, thus Group's savings would be $35 per room per night.

Complimentary Rooms: In consideration of Group's guest room commitment, Hotel is pleased to extend one (1) complimentary room night per every 40 revenue room nights actually utilized within Group's official Room Block. Group should provide a list of names in order of preference for complimentary room assignment. If Group fills all of the rooms reserved in the Room Block, Group will be entitled to six complimentary rooms, valued at a minimum of $194. No complimentary room credits will be earned on discounted rooms such as staff rooms. Earned complimentary rooms must be assigned prior to Group's departure or they will be forfeited.

Schedule of Events:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Thu, 11/12/26	8:00 AM	5:00 PM	Meeting	Navajo/Apache Combination	Special Setup Instructions	25	Waived
Thu, 11/12/26	8:00 AM	5:00 PM	Office	Cochise	Conference/Boardroom	6	Waived
Fri, 11/13/26	8:00 AM	5:00 PM	Breakout	Pima	Hollow Rectangle	30	Waived
Fri, 11/13/26	8:00 AM	5:00 PM	Breakout	Navajo	Hollow Rectangle	20	Waived
Fri, 11/13/26	8:00 AM	5:00 PM	Breakout	Apache	Hollow Rectangle	20	Waived
Fri, 11/13/26	8:00 AM	5:00 PM	Breakout	Mohave	Hollow Rectangle	30	Waived
Fri, 11/13/26	8:00 AM	5:00 PM	Breakout	Yuma	Hollow Rectangle	30	Waived
Fri, 11/13/26	8:00 AM	5:00 PM	Breakout	Maricopa	Hollow Rectangle	20	Waived
Fri, 11/13/26	8:00 AM	5:00 PM	Office	Cochise	Conference/Boardroom	6	Waived
Fri, 11/13/26	12:00 PM	1:00 PM	Lunch	Camelback	Round Tables of 10	100	Waived
Sat, 11/14/26	8:00 AM	5:00 PM	General Session	Ballroom	Classroom	125	Waived
Sat, 11/14/26	8:00 AM	5:00 PM	Office	Cochise	Conference/Boardroom	6	Waived
Sat, 11/14/26	12:00 PM	1:00 PM	Lunch	Camelback	Round Tables of 10	125	Waived
Sat, 11/14/26	7:00 PM	10:00 PM	Reception	Camelback	Round Tables of 10	125	Waived
Sun, 11/15/26	8:00 AM	5:00 PM	General Session	Ballroom	Classroom	125	Waived
Sun, 11/15/26	8:00 AM	5:00 PM	Meeting	Navajo/Apache Combination	Special Setup Instructions	31	Waived
Sun, 11/15/26	8:00 AM	5:00 PM	Office	Cochise	Conference/Boardroom	6	Waived
Sun, 11/15/26	12:00 PM	1:00 PM	Lunch	Camelback	Round Tables of 10	125	Waived

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

Gratuity and 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 account. Currently, the combined charge is equal to 24% plus any applicable state and/or local taxes. Room rental or set up fees, Food and Beverage, and In-house Audio Visual are all subject to this charge. A portion of this combined charge (currently 15.12%) is a gratuity and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently 8.88%) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of Group's Event.

Meet with Purpose: Hilton's Meet with Purpose program provides opportunities for groups to host sustainable meetings. Prior to the Event, Group may request that the Hotel run Hilton's proprietary "*Meeting Calculator Report*" that uses the number of Event days, attendees, meals, room nights, and total amount of contracted meeting and function space, along with the Hotel's specific environmental measurements, to *estimate* carbon emissions, energy use, water use, and waste that will be produced during the Event. The Hotel can then use these metrics to provide Group with ways to reduce the environmental footprint of the Event that align with Group's goals and values such as climate conscious menus, waste reduction strategies, incorporating a social impact event in the Hotel's local community, and/or food donation opportunities (where legally allowable).

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:	**$54,740.00**
Total Anticipated Food and Beverage Revenue: **Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.**	**$25,000**
Total Anticipated Meeting Room Rental Fees: **Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.**	**$0.00**
"Total Anticipated Revenue":	**$79,740.00**

Taxes: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is **9.1%** and the hotel occupancy tax rate is **13.07%** (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.

Additional Concessions: In consideration of the entire value Group's Event will bring to the Hotel, the Hotel is pleased to offer the following additional concessions based on Group's achievement of **80%** or greater of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue.** These concessions are valued at **$23,809.** If the actual total sleeping room revenue and the actual total food and beverage revenue for Group's Event materializes at less than **80%** of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue**, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at Group's request, provided and charged to Group's Master Account at retail value, in addition to any performance damages Group may owe related to sleeping room revenue and Food & Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise Group's assigned Event Manager no later than seven (7) days prior to first guest room arrival of Group's decision whether Group prefers to have concessions reduced or if Group wants to retain and pay for the unearned concessions. If Group elects to pay for unearned concessions, Group agrees that Group will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Item	Retail Value per Unit	Units/Quantity	Concession	Total Retail Value/Savings
Complimentary Parking	$15	260	Parking Fee Waived for all group guests	$3,900
AV Discount			10% off Rates	$620
Meeting Room Rental	Varies		Complimentary	$16,500
Complimentary Room Nights	$194	6		$1,164
Staff Room rate of $159 for up to 5 rooms	Savings of $35 each per night	5 @ 5 nights	Discounted rate	$875
VIP Amenities for up to 5 Rooms (Hotel's Choice)	$50	5		$250
Up to 4 Suite Upgrades to Pool View w/ Balcony or Patio	Savings of $25 each per night	20 nights (4 x 5 nights)		$500
Hotel's Bar to remain open till Midnight (Nov 11th through November 14th)				

Option Dates: These arrangements are being held on a **first option basis** until September 20, 2025 (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 **48 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 September 20, 2025, 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.

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

Additional Terms and Conditions: By signing where indicated below, Group is agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Group Confirmation Agreement – Additional Terms and Conditions (collectively, the **"Additional Terms and Conditions"**) located on the following web site: https://www.hilton.com/en/p/hilton-distributions/gca-usa/addlterms/.

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

ACCEPTED AND AGREED TO:

GROUP:
International Gay Rodeo Association

By:

Title:

Dated:

HOTEL:

DJONT/JPM Phoenix Leasing LLC MGD B

d/b/a Embassy Suites Phoenix - Biltmore

By:

Title:

Dated:

STANDARD TERMS AND CONDITIONS

Method of Reservations: Reservations will be made: ☒ directly by the attendee via the Internet using **Attendee Website**, Hilton's free tool that enables guests to book online, using the negotiated group rate(s) secured with the Hotel. –

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 October 12, 2026. 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.

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

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

Check-In/Out Time: Currently, the Hotel's check-in time is **3:00 PM**, and check-out time is **12:00 PM** (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.

All guests arriving before check-in time may be accommodated as rooms become available, provided that such guests elect to pay an early arrival fee (currently, **$25.00**). The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Event Planner Program: ______________ (**"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 **two** Hilton Honors bonus points for every eligible dollar spent. Eligible revenue will include **all sleeping room revenue (regardless of whether rooms are paid by individuals or billed to the Master Account)** 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.

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

TIMELINE	Action
Menu Prices Set by Hotel **90 days** prior to the Event	At that time, Hotel will confirm in writing Group's menu prices for catered food and beverage functions.
"F&B Cut-Off Date" **30 days** prior to the Event	No later than the F&B Cut-Off Date, Group must submit the final agenda with detailed daily room set specifications, final catered menu selections and the updated ***anticipated*** attendance for all scheduled catered food functions. Upon review of Group's final menus and Event requirements, Hotel will send Event Orders to Group to review all arrangements and prices. If Group does not advise Hotel of any changes on the Event Orders by the date requested by Hotel, Group agrees that the Event Orders will be considered accepted by Group as correct and Group will be billed accordingly.
Expected Number of Attendees Due no later than Noon (local Hotel time), **ten (10)** **business days** prior to the first day of the Event	Group must submit the ***expected*** number of attendees for each catered food function. If for any reason Group's *expected* number of attendees are not submitted by the due date, Hotel will use the ***anticipated*** number of attendees listed in the Event Orders as the basis to determine the ***expected*** number of attendees. Group may either reduce or increase the ***expected*** number of attendees when giving the ***final guaranteed*** number of attendees for each scheduled catered food function by up to 10% without incurring any liability to Hotel for additional costs or supplemental surcharges.
Final Guaranteed Number of Attendees Due no later than **Noon (local Hotel time), three (3)** **business days** prior to the first day of the Event	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. Guarantees cannot be reduced after this time. Guarantees by text message cannot be accepted. Group will be charged the final guaranteed attendance or the number of attendees served, *whichever is greater.* Hotel will only prepare food for the final guaranteed number of attendees. If Group ***reduced*** the ***expected*** number of attendees for a catered food function by more than 10%, then the Hotel may add a supplemental surcharge to the Group's Master Account equal to the actual menu price

	per person as stated on the applicable Event Order (plus taxes and applicable gratuity and service charge) multiplied by the number of attendees reduced in excess of 10%. If Group ***increased*** the ***expected*** number of attendees for a catered food function by more than 10%, then the Hotel may add a supplemental surcharge equal to **25%** of the meal cost to the Group's Master Account to cover costs incurred by the Hotel for rush orders and overtime, and the menu offering may be based on Chef's Selection and Group agrees to accept such substitutions. This also applies if there are any ***increases*** to the final guaranteed number of attendees within five (5) business days before the start of the Event or if Group adds a new catered food function added within five (5) business days before the start of the 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. ***Supplemental 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.

Master Accounts:

Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	**Amount**
Initial Deposit	No later than **30** days after receipt of a final signed Agreement from Hotel	$1,500.00
Second Deposit	**August 3, 2026**	$5,000.00
Third Deposit	**October 1, 2026**	$10,000.00

No later than 30 days in advance of arrival, or October 14, 2026 Group will either provide Hotel with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, *or* provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

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

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

Hotel prefers that Group pay all deposits and Master Account charges by electronic funds (wire) transfer. Hotel will separately provide Hotel's current banking details. If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. **Hilton accepts American Express.** If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

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

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate $**54,740** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of **80%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **80%** of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status. Hotel will deduct all collected non-refundable individual deposits, all collected early departure fees, and all advance payments and deposits previously paid by Group to Hotel from the amount Group owes Hotel as sleeping room performance damages.

Food and Beverage Performance Policy: The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of $25,000 in banquet food and beverage ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes, or any other fees outside of food and beverage product sales. Should Group fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of Group's meeting, drop in attendance, change in food and beverage functions or otherwise, Group agrees that the Hotel will suffer damages that will be difficult to determine. Therefore, Group agrees that Group will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for Group's banquet food and beverage functions during Group's Event dates, plus any applicable state and local taxes as required by law. Group agrees that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

Once food and beverage functions have been established under the Event Orders sent to Group by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy. All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

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

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and **November 11, 2025:**	**10 % =**	**$7,974.00**
Cancellation between **November 12, 2025** and **April 30, 2026**:	**30 % =**	**$23,922.00**
Cancellation between **May 1, 2026** and **September 30, 2026**	**50 % =**	**$39,870.00**
Cancellation between **October 1, 2026** and **date of arrival:**	**80 % =**	**$63,792.00**

Total Anticipated Revenue for this Event is **$79,740**

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

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: If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits, less all documented expenses incurred by Hotel in preparation for the cancelled Event (*i.e.*, food and beverage products purchased for the Event that cannot be used in other outlets at the Hotel, labor costs incurred by Hotel if staff schedules were posted and the Event is cancelled, etc.).

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

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

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

Insurance: Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than $2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.