



# Executive Committee Meeting Minutes January 3-4, 2023 Online Zoom Meeting

## Table of Contents

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|                           |   |
|---------------------------|---|
| Call to Order .....       | 1 |
| Roll Call .....           | 1 |
| Adoption of Agenda .....  | 2 |
| Public Comment .....      | 3 |
| Call of the Meeting ..... | 3 |
| Call to Order .....       | 4 |
| Roll Call .....           | 5 |
| Public Comment .....      | 6 |
| Call of the Meeting ..... | 6 |
| Adjournment .....         | 8 |

## Call to Order

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Chair Mimi Robson called the meeting to order at 8:33 p.m. on January 3, 2023.

## Roll Call

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A quorum of the Executive Committee was present, with the following voting members:

### **Officers:**

Mimi Robson, Chair  
Adrian F Malagon, Vice Chair  
Chris Edgar, Secretary  
Paul Vallandigham, Treasurer

### **Area Coordinators:**

Elizabeth Stump (Northern Area Coordinator)  
Matthew Butts (Central Area Coordinator)  
Tara Young (Southern Area Coordinator)

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**At Large Members:**

Gary Alvstad  
Graham Brown  
Victoria Lapacek  
Michael Lema  
Chris Minoletti  
Cheyne Strawn  
Jessica Tewksbury  
Terry Miller (alternate) (seated at 8:33 p.m.)  
Garrison Ham (alternate) (seated at 9:02 p.m.)

**The following members were absent:**

Kalish Morrow (At Large)

**The following guests were in attendance:**

David Bowers  
Richard Brown  
Alexandra Carrillo  
Jia Christopher  
Carrie Eiler  
Wendy Hewitt  
Mark Hinkle  
Maximiliano Jimenez Cuevas  
Teri Kahn  
Shane Kiss  
Kathryn McElroy  
Kenneth Brent Olsen  
Alicia Percell  
Craig Strachan  
Reinita Susman

**Adoption of Agenda**

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The Chair provided an agenda in writing with advance notice. The agenda provided by the Chair read as follows:

**FINAL AGENDA  
Libertarian Party of California  
Special Executive Committee Meeting  
January 3, 2023 –Electronic Meeting via Zoom**

**Call to Order–8:30 pm**

**Roll Call**

**Public Comment**

**Call of the Meeting**

To discuss and take action on anything regarding the 2023 LPCA Convention, including but not limited to, cancelling our current venue and adopting a new one.

The meeting was called by the following Executive Committee Members:

- Adrian Malagon
- Gary Alvstad
- Chris Edgar
- Elizabeth Stump
- Michael Lema
- Jessica Tewksbury

**Adjourn**

**Public Comment**

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Jia Christopher, Wendy Hewitt, Michael Lema, Adrian F Malagon and Alicia Percell submitted public comments.

Mr. Strawn joined the meeting at 8:37 p.m.

Mr. Strawn left the meeting at 9:02 p.m.

Mr. Ham was seated as a voting member at 9:02 p.m.

**Call of the Meeting**

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**Motion:** Mr. Malagon moved, with second, to cancel the Libertarian Party of California’s (“LPCA”) contract relating to the LPCA Convention with the DoubleTree by Hilton Hotel in Sacramento, which is attached hereto as Exhibit A.

**Vote:** The motion passed by a roll call vote of 9-2-3-1 (Yes/No/Express Abstention/Not Voting). The Executive Committee members voted as follows:

|                  |         |
|------------------|---------|
| Mr. Malagon      | Yes     |
| Mr. Edgar        | Yes     |
| Mr. Vallandigham | Abstain |
| Ms. Stump        | Yes     |
| Mr. Butts        | Yes     |
| Ms. Young        | Abstain |
| Mr. Alvstad      | Yes     |
| Mr. Brown        | Yes     |
| Ms. Lapacek      | Yes     |

|               |         |
|---------------|---------|
| Mr. Lema      | Yes     |
| Mr. Minoletti | No      |
| Ms. Tewksbury | No      |
| Mr. Miller    | Abstain |
| Mr. Ham       | Yes     |

The Chair did not vote.

**Motion:** Mr. Malagon moved, with second, to adopt the draft contract with the Embassy Suites Hotel in Sacramento attached hereto as Exhibit B.

The Chair stated that the motion required a two-thirds vote of the entire Executive Committee to pass per Bylaw 11, Section 3.

**Vote:** The motion failed by a vote of 9-1-4-1 (Yes/No/Express Abstention/Not Voting). The Executive Committee members voted as follows:

|                  |         |
|------------------|---------|
| Mr. Malagon      | Yes     |
| Mr. Edgar        | Yes     |
| Mr. Vallandigham | Abstain |
| Ms. Stump        | Yes     |
| Mr. Butts        | Yes     |
| Ms. Young        | Abstain |
| Mr. Alvstad      | Yes     |
| Mr. Brown        | Yes     |
| Ms. Lapacek      | Yes     |
| Mr. Lema         | Yes     |
| Mr. Minoletti    | Abstain |
| Ms. Tewksbury    | No      |
| Mr. Miller       | Abstain |
| Mr. Ham          | Yes     |

The Chair did not vote.

**Motion:** Ms. Robson moved, with second, to adjourn the meeting until January 4, 2023 at 6:00 p.m. The motion passed without objection.

The meeting adjourned at 10:32 p.m., to be continued on January 4, 2023 at 6:00 p.m.

## Call to Order

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The Chair called the continuation of the meeting to order on January 4, 2023 at 6:05 p.m.

## **Roll Call**

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A quorum of the Executive Committee was present, with the following voting members:

### **Officers:**

Mimi Robson, Chair  
Adrian F Malagon, Vice Chair  
Chris Edgar, Secretary  
Paul Vallandigham, Treasurer

### **Area Coordinators:**

Elizabeth Stump (Northern Area Coordinator)  
Matthew Butts (Central Area Coordinator)  
Tara Young (Southern Area Coordinator)

### **At Large Members:**

Gary Alvstad  
Graham Brown  
Victoria Lapacek  
Michael Lema  
Chris Minoletti  
Kalish Morrow  
Jessica Tewksbury  
Terry Miller (alternate) (seated at 6:05 p.m.)  
Garrison Ham (alternate) (not seated)

### **The following members were absent:**

Cheyne Strawn (At Large)

### **The following guests were in attendance:**

David Bowers  
Richard Brown  
Alexandra Carrillo  
Loren Dean  
Joe Dehn  
Theodore Gercken  
Mark Hinkle  
Jonathan M. Jacobs  
Maximiliano Jimenez Cuevas  
Shane Kiss

Kathryn McElroy  
Alicia Percell  
Craig Strachan  
Anthony Strauss  
Reinita Susman

## Public Comment

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Kathryn McElroy and Reinita Susman gave public comments.

## Call of the Meeting

---

**Motion:** Mr. Malagon moved, with second, to appoint a committee consisting of Graham Brown to recommend a contract governing the LPCA convention site.

**Vote:** The motion passed by a vote of 10-4-0-1 (Yes/No/Express Abstention/Not Voting). The Executive Committee members voted as follows:

|                  |     |
|------------------|-----|
| Mr. Malagon      | Yes |
| Mr. Edgar        | Yes |
| Mr. Vallandigham | No  |
| Ms. Stump        | Yes |
| Mr. Butts        | Yes |
| Ms. Young        | No  |
| Mr. Alvstad      | Yes |
| Mr. Brown        | Yes |
| Ms. Lapacek      | Yes |
| Mr. Lema         | Yes |
| Mr. Minoletti    | No  |
| Ms. Morrow       | No  |
| Ms. Tewksbury    | Yes |
| Mr. Miller       | Yes |

The Chair did not vote.

The committee consisting of Mr. Brown recommended that the Executive Committee adopt the draft contract with the Embassy Suites Hotel attached hereto as Exhibit B.

**Motion:** Mr. Edgar moved, with second, to accept Mr. Brown's recommendation to adopt the draft contract with the Embassy Suites Hotel attached hereto as Exhibit B.

The Chair stated that the motion required a two-thirds vote of the entire Executive Committee to pass per Bylaw 11, Section 3.

**Vote:** The motion failed by a vote of 9-5-0-1 (Yes/No/Express Abstention/Not Voting). The Executive Committee members voted as follows:

|                  |     |
|------------------|-----|
| Mr. Malagon      | Yes |
| Mr. Edgar        | Yes |
| Mr. Vallandigham | No  |
| Ms. Stump        | Yes |
| Mr. Butts        | Yes |
| Ms. Young        | No  |
| Mr. Alvstad      | Yes |
| Mr. Brown        | Yes |
| Ms. Lapacek      | Yes |
| Mr. Lema         | Yes |
| Mr. Minoletti    | No  |
| Ms. Morrow       | No  |
| Ms. Tewksbury    | No  |
| Mr. Miller       | Yes |

The Chair did not vote.

**Motion:** Mr. Malagon moved, with second, to adopt the draft contract with the Embassy Suites Hotel attached hereto as Exhibit C.

The Chair ruled that the motion was out of order, on the ground that the draft contract attached hereto as Exhibit C was not the most recently negotiated contract between the LPCA and the Embassy Suites Hotel.

Mr. Malagon appealed the ruling of the Chair, with second.

**Vote:** The ruling of the Chair was overturned by a vote of 7-8-0-0 (Yes/No/Express Abstention/Not Voting). The Executive Committee members voted as follows:

|                  |     |
|------------------|-----|
| Mr. Malagon      | No  |
| Mr. Edgar        | No  |
| Mr. Vallandigham | Yes |
| Ms. Stump        | No  |
| Mr. Butts        | No  |
| Ms. Young        | Yes |

|               |     |
|---------------|-----|
| Mr. Alvstad   | No  |
| Mr. Brown     | No  |
| Ms. Lapacek   | No  |
| Mr. Lema      | No  |
| Mr. Minoletti | Yes |
| Ms. Morrow    | Yes |
| Ms. Tewksbury | Yes |
| Mr. Miller    | Yes |
| Ms. Robson    | Yes |

**Motion:** Mr. Malagon moved, with second, to adopt the draft contract attached hereto as Exhibit C.

**Vote:** The motion passed by a vote of 9-5-0-1 (Yes/No/Express Abstention/Not Voting). The Executive Committee members voted as follows:

|                  |     |
|------------------|-----|
| Mr. Malagon      | Yes |
| Mr. Edgar        | Yes |
| Mr. Vallandigham | No  |
| Ms. Stump        | Yes |
| Mr. Butts        | Yes |
| Ms. Young        | No  |
| Mr. Alvstad      | Yes |
| Mr. Brown        | Yes |
| Ms. Lapacek      | Yes |
| Mr. Lema         | Yes |
| Mr. Minoletti    | No  |
| Ms. Morrow       | No  |
| Ms. Tewksbury    | No  |
| Mr. Miller       | Yes |

The Chair did not vote.

## **Adjournment**

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**Motion:** Mr. Malagon moved, with second, to adjourn the meeting. The motion passed without objection.

The meeting adjourned at 8:09 p.m.

The foregoing minutes were approved by the Executive Committee on January 15, 2023.

# EXHIBIT A



## GROUP SALES EVENT AGREEMENT

DoubleTree by Hilton Sacramento  
2001 Point West Way  
Sacramento, CA 95815

This Group Sales Event Agreement ("Agreement") is by and between ("Group") and The DoubleTree by Hilton Sacramento (the "Hotel").

| Especially Prepared for: |                                 | Event & Hotel Information:      |   |
|--------------------------|---------------------------------|---------------------------------|---|
| <b>Group Contact:</b>    | Mimi Robson                     | <b>Name of "Event":</b>         | Libertarian Party of California 2023 Convention |
| <b>Title:</b>            | Chairperson                     | <b>Date(s) of Event:</b>        | February 17, 2023 - February 20, 2023           |
| <b>Company Name:</b>     | Libertarian Party of California | <b>Post to Reader Board As:</b> | Libertarian Party of California 2023 Convention |
| <b>Address:</b>          | 428 L St #400                   | <b>Hotel Contact:</b>           | Megan Chappell                                  |
| <b>City, State, Zip:</b> | Sacramento, CA 95814            | <b>Title:</b>                   | Director of Catering and Convention Services    |
| <b>Phone:</b>            | (916) 446-1776 ext. 3           | <b>Phone:</b>                   | 916-924-4929                                    |
| <b>Email:</b>            | hmrobson@ca.jp.org              | <b>Email:</b>                   | Megan.chappell@hilton.com                       |

The following arrangements are being held on a first option basis until July 1st, 2022 (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. 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 July 1<sup>st</sup>, 2022, Hotel may, at Hotel's sole option and with no notice required, release this first option, review Hotel's rates, or continue to hold the arrangements.

### Room Block and Rates

Hotel is pleased to confirm the following negotiated group room rates:

|                | 2 Queen Beds<br>Deluxe Non<br>Smoking |              | Parlor Suite |          |
|----------------|---------------------------------------|--------------|--------------|----------|
|                | Rooms                                 | Rate         | Rooms        | Rate     |
| Fri 02/17/2023 | 50                                    | \$139.00     | 1            | \$139.00 |
| Sat 02/18/2023 | 50                                    | \$139.00     | 1            | \$139.00 |
| Sun 02/19/2023 | Check<br>out                          | Check<br>out | 1            | \$139.00 |

\*Parlor suite reserved at group rate with 85% pickup.  
Suite will be \$299.00 if group fails under 85% pickup.

**TOTAL SLEEPING ROOM NIGHTS RESERVED: 103**

Check In Time: After 4:00pm Check Out Date / Time: February 20, 2023 by 11:00am  
All guests arriving before check-in time will be accommodated as rooms become available.

**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 8.75%, and the hotel occupancy tax rate is 15.8% (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 said exemption.

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

**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 **January 18, 2023**. This date will be known as the "Cut-Off Date." After the Cut-Off Date, the Hotel will continue to hold any rooms in Group's Room Block not assigned to a specific attendee for Group if Group pays for such rooms in full at that time or 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), 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.

**Reservations**

**INDIVIDUAL RESERVATIONS:** Each individual guest must make their own reservations online or by calling 1-800-686-3775 by January 18, 2023. They must identify themselves as members of the Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card.

**PERSONALIZED ON LINE GROUP PAGE.** We understand room assignments will be made directly by the attendee via the Internet using the **Hilton Booking Link**. Reservations can also be made using a URL through the Hilton.com website, or by calling 1-800-686-3775 and providing your group code. Please call the hotel to provide a unique URL and group code.

**Event Planner Program**

Mimi Robson ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number is 1173366889. For this Event, Event Planner is eligible to earn one Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will include sleeping rooms, meeting room rental and catered food and beverage 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](http://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, and Group further agrees to reimburse Hotel for any fees, costs, liabilities or expenses that Hotel incurs should any person claim that disclosure was insufficient.

**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.

| <b>Summary of Revenue Anticipated by Hotel from this Agreement</b>   |                 |
|--|-----------------|
| <b>Total Anticipated Sleeping Room Revenue:</b>  | <b>\$14317</b>  |
| <b>Total Anticipated Food and Beverage Revenue:</b>  | <b>\$14,000</b> |
| <small>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.</small> |                 |
| <b>Total Anticipated Meeting Room Rental Fees:</b>   | <b>\$3000</b>   |
| <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>   |                 |
| <b>"Total Anticipated Revenue":</b>  | <b>\$31,317</b> |

**Meeting Space and Banquet Services**

Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following function space for the specified days/times:

| Date          | Time               | Event                        | Room              | Setup              | AGR | Rental |
|---------------|--------------------|------------------------------|-------------------|--------------------|-----|--------|
| Fri, 02/17/23 | 6:00 PM - 10:00 PM | Reception                    | Capitol Salon D   | Reception          | 200 | \$0    |
| Sat, 02/18/23 | 7:00 AM - 9:30 AM  | Breakfast                    | Capitol Salon B   | Round Tables of 10 | 100 | \$0    |
| Sat, 02/18/23 | 8:00 AM - 5:00 PM  | Breakout                     | Sacramento Room   |                    | 25  | \$     |
| Sat, 02/18/23 | 8:00 AM - 5:00 PM  | General Session/Breakout 1/2 | Capitol Salon C/D |                    | 200 | \$1500 |
| Sat, 02/18/23 | 12:00 PM - 1:00 PM | Lunch                        | Capitol Salon B   |                    | 100 | \$     |
| Sat, 02/18/23 | 6:00 PM - 9:00 PM  | Dinner                       | Capitol Salon B   |                    | 160 | \$0    |
| Sun, 02/19/23 | 7:45 AM - 9:30 AM  | Breakfast                    | Capitol Salon B   |                    | 100 | \$0    |
| Sun, 02/19/23 | 8:00 AM - 6:00 PM  | Breakout                     | Sacramento Room   |                    | 25  | \$     |
| Sun, 02/19/23 | 8:00 AM - 6:00 PM  | General Session/Breakout 1/2 | Capitol Salon C/D |                    | 200 | \$1500 |
| Sun, 02/19/23 | 12:00 PM - 1:00 PM | Lunch                        | Capitol Salon B   |                    | 100 | \$     |

*Salons CD and Sacramento Room is on a 24 hour hold as client will have own AV in the room. Meal space is NOT on a 24 hour hold.*

- Hotel reserves the right to assign and change specific function space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
- If Group requests a specific meeting room that is already booked, Group shall be granted (first)(second) option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five business days or Hotel will be entitled to book another event in the specified room.

**Catering Services**

- A minimum of \$14,000 in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the Guaranteed Amount.
- **LABOR CHARGE:** If the guaranteed number for your event is less than twenty (20) persons, we will add a \$50.00 labor charge to your account. This will be used to cover our costs of the event and will not be distributed as a gratuity to our employees working at your event. In addition, you agree to begin your event promptly at the scheduled time and agree to have your guests, invitees and other persons vacate the designated event space at the closing hour indicated. You further agree to reimburse us for any overtime wage payments or other expense incurred by us because of your failure to comply with these regulations.
- **ADDITIONAL SPEND:** Group agrees to pay the Hotel for any food, beverages and other services not expressly set out in the Agreement and but provided on Group's request during the Event. On or before the arrival date, Group will confirm to Hotel in writing the names of those persons who Group has authorized to sanction additional spend at the Event over and above the contracted amounts. All Hotel's records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of Group's authorized signatories to be checked and signed on a daily basis. Failure of Group's authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges.

**Food & Beverage Policy**

- Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- **Menus prices are confirmation at current (2019) prices PLUS 3%**
- Food, Beverage, Room Rental and AV prices are subject to prevailing service charge (currently 23%) and applicable taxes.
- Final menu selections must be submitted to Hotel's Catering Officer at least 3 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial

the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Catering Representative), Hotel will not be responsible for any specific dietary requests or requirements.

- The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set 5 percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

**Audio-Visual**

The DoubleTree by Hilton Sacramento (Hotel) has a "Preferred" agreement with AVMS to provide all audio-visual, rigging, power and meeting room Internet services within the hotel. AVMS maintains an office and a complete inventory of state of the art audio-visual equipment and a full-time staff on property.

Should a group decide to use an outside audio-visual or Production Company, a 15% surcharge of the estimated outside services based on AVMS prices for the same equipment, labor and service charges will occur. Should the guest/third party vendor utilize AVMS and spend a minimum of \$5,000.00 (not including rigging, patch fees, Internet, service charge or taxes) in audio-visual equipment/labor, this surcharge can be waived. All charges will be applied to the Group or Individual's Master Account.

This surcharge will be used for AVMS to supervise the outside company during the load in and out and uphold fire code, safety regulations and care for meeting space necessary for a successful event.

Meeting room Internet, rigging and electrical services are exclusive thru AVMS and full charges will apply if an outside audio-visual company is used. All concessions offered by the hotel and AVMS will be lost if an outside audio-visual provider is contracted.

*Hotel is aware that client is bringing in their own personal audio visual equipment and the 3<sup>rd</sup> party fee will not apply. Group will supplement their audio visual needs with AVMS.*

**Billing / Credit Procedures**

**PRE-PAYMENT:**

All estimated charges for this event must be pre-paid in full, no later than 21 days in advance of arrival. Group will provide Hotel with a valid credit card to which all estimated Master Account charges will be charged on Friday, February 3, 2023

If final event bill is greater than the estimated charges, the difference will be charged to the credit card on file within 48 hours.

If full payment of estimated charges isn't received by the dates indicated, the Hotel will have the right, at Hotel's option, to release hold on sleeping rooms blocked and/or meeting space held by Group and to consider this Agreement cancelled. In this case Hotel will be entitled to cancellation damages as outlined in this Agreement.

**Deposit Schedule**

| Transaction Type | Charge Type | Date                                    | Amount |
|------------------|-------------|---|--------|
|                  |             | Balance Due July 1 <sup>st</sup> , 2022 | \$600  |

If any charges are disputed, Group agrees to provide Hotel with an itemized list of said charges within fifteen (15) days of receipt of the final invoice, or all disputes are waived. 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 5% per month, or the maximum amount allowed by law will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. If any charges are disputed, parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner and Group agrees to pay the remainder immediately upon resolution of the dispute.

**SIGNING AUTHORITY.** The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: Honor M Robson Signature: Honor Robson

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**INCIDENTALS:** Incidental expenses of Group members will be the responsibility of EACH GUEST OR THE GROUP. If Group is responsible for incidental expenses, all such expenses will be estimated and pre-paid as set forth above, or shall be billed to the Master Account. If the individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card or a cash deposit in the amount of \$75.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

**HOTEL'S RIGHT TO CANCEL FUTURE CONTRACTED EVENTS:** Should the Group's Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to Hotel's other remedies, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional events/meetings to be held in the future at the Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements. Additionally, should employees, agents, contractors or attendees of the Group entity signing this Agreement cause unreasonable damage or disruption to Hotel's premises, operations or guests, or in the event of any criminal activity on Hotel's premises arising out of or related to Group's Event, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements already contracted for additional functions/meetings to be held in the future at this Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the applicable event agreements.

**SUCCESSORS AND ASSIGNS:** The commitments made by each party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. If an assignment is completed, Group agrees to notify Hotel no later than 30 days following the close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if the assignment is approved (such consent not to be unreasonably withheld by Hotel, although the Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. Group may not re-sell reservations. If Hotel becomes aware of any violation of this section, Hotel may immediately terminate the Agreement without incurring any liability to Group for contracted rooms or rates and Group will be responsible for any damages resulting from the cancellation as set forth herein.

**Group Cancellation:**

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested.

If you decide to cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and for the cost to the hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

**Attrition:** The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenue.

For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group's block times the average room rate of rooms actually utilized. For food, beverage, meeting rooms and other services

revenue, lost revenue will be calculated by subtracting the exact amount of food and beverage provided from the total anticipated food and beverage agreed to herein. The lost revenues for food, beverage, meeting rooms and other services and for sleeping rooms will be calculated separately.

The Group will be responsible for paying the amount indicated by the chart below:

| Percentage of rooms/services not utilized | Group Pays          |
|---|---------------------|
| 15% or less                               | -0-                 |
| More than 15%                             | 85% of lost revenue |

**Cancellation:** Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee equal to 85% of the anticipated revenue.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

#### Miscellaneous

**Conduct of Event:** To the fullest extent permitted by law, Group assumes full responsibility for any damage done to Hotel premises and property during Group's Event (reasonable wear and tear excepted), but only to the extent such damage is caused by Group, Group's employees, guests, agents, or contractors, including any damage done resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items. For clarity, Group will not be responsible for damage caused by guests to guest rooms unless Group has guaranteed payment of the room rate and incidentals for such guest rooms, given that in those instances the Hotel will not always have a credit card on file from the individual guest. Group agrees that Group's use of function space will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates offensive smells. Group will not use such items without advance approval from Hotel. Hotel must exercise reasonable discretion by taking into account the nature of the function when determining whether the function is in fact creating an unreasonable disturbance (i.e., noise levels associated with a live band or music provided for 500+ guests will generate high levels of noise). Hotel reserves the right to end Group's use of function space immediately if Group does not promptly comply with Hotel's request to reduce or eliminate any such disturbance, in which case Group will remain responsible for payment of all charges related to Group's use of the function space and no refunds will be issued by Hotel.

**Fire Safety:** For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event function that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are Group's responsibility and final approved copies of all such permits must be provided to Hotel at least three (3) days prior to Group's Event. Should Group require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and Group will be responsible for all costs associated therewith.

**Security:** If required, in Hotel's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of the Group's Event, Group will provide, at Group's expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. **Such security personnel may not carry weapons.** Group's security agency will be required to provide proof of insurance and sign a hold harmless agreement in the form currently in use at Hotel before they will be allowed to provide services on Hotel premises.

**Signs, Displays & Use of Hotel Name:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

**Shipping & Packages:** 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 one (1) day prior to event. Hotel has no liability for the delivery, security or condition of the packages. Storage and Delivery fees to apply to all packages based on size and weight. Please ask your Catering Representative for specific delivery, shipping and storage fees. This fee will be added to your banquet check.

**Parking:** Hotel parking is currently \$10.00 per day.

#### **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.

**HOTEL CONTACT / NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to be delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address:

Hotel Address: 2001 Point West Way Sacramento, CA 95815, Attn: Angela Fohl. Hotel may change Hotel's designated contact at any time upon notice. Any notice will not bind hotel unless delivered to Hotel in the manner specified herein.

#### **General Provisions**

**DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

**GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

**INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

**FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

**DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

**ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersede any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

**MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

**NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

**RIGHT OF INSPECTION / ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

**OUTSIDE CONTRACTORS:** Should Group elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, decorators, or others, you must notify Hotel of your intention to use such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled "Hold Harmless Agreement – Outside Contractors" in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Group agrees to pay the fees and/or charges associated with these services.

**AUXILIARY AIDS:** The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, Group agree that Group will be responsible for the procurement and payment of all charges for auxiliary aids and services required by Group's Event or program attendees in the meeting or function space that Group have reserved. Hotel will, upon Group's request, furnish Group with the names of businesses Group can contact to obtain these aids. Group agree that one week in advance of Group's Event Group will furnish to Hotel a list of any auxiliary aids and/or services that Group will be providing for Group's attendees in the meeting or function space that Group have reserved. Group also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for Group's Event.

**COMPLIANCE WITH LAWS:** Each party agrees to comply with all applicable laws and regulations related to the Event that is the subject of this Agreement, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. Each party agrees to cooperate with the other party and any relevant government authority to ensure compliance with such applicable laws and regulations. Group expressly acknowledges and agrees that Hotel's ability to perform under this Agreement is subject to Hotel's compliance with applicable laws, including but not limited to sanctions laws and regulations. In addition to any other legal rights and remedies available to Hotel under applicable laws, Hotel may cancel the Event and this Agreement without liability to Group, Group's attendees or any third parties who may otherwise have benefited from the use of Hotel facilities under this Agreement if Hotel reasonably believes it is necessary to do so in order for Hotel to comply with Hotel's obligations under all applicable laws or regulations.

#### Governing Law

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

#### Dispute Resolution

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

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

#### Renovation/Remodeling

Hotel is advising Group of plans that are currently in place for renovation or remodeling of any facilities which may or may not be utilized by Group pursuant to this Agreement, including:

- Planned scope of project: Renovate all guest rooms, public spaces and meeting rooms.
- Schedule for commencement and completion: Tentatively scheduled to begin in 2021 and will take an estimated 24 – 36 months to complete.
- Anticipated impact project will have on areas to be utilized by Group: Specific suites and guest rooms may not be available based on project timeline. Hotel will work with Meeting Planner to modify program needs and accommodate with existing inventory.
- Hotel's plan for minimizing impact of project on Group: Project Manager is working with hotel to contain renovation to one wing / area at a time whenever possible so areas being worked on can be completely blocked off from guests.

Hotel's plan to renovate or remodel will not constitute grounds for termination of this Agreement unless mutually agreed upon by both parties. If the above plans or schedule changes, Hotel will advise Group within a reasonable amount of time. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests.

**ACCEPTANCE OF CONTRACT**

If a signed original of this Agreement has not been received by the Hotel prior to March 15, 2022, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to March 15, 2022, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group.

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

**ACCEPTED AND AGREED TO:**

**GROUP:**

By Mimi Robson, Honor (Mimi) Robson

By: *Honor Robson*

Title: Chair  
Dated: June 21, 2022

**HOTEL: The DoubleTree by Hilton Sacramento**

By Angela Fohl, Executive Meeting Manager

By: *Angela Fohl*  
Title: Executive Meeting Manager

Dated: *6.22.22*

# EXHIBIT B



# QUICK CONFIRMATION AGREEMENT

**December 22, 2022**

A satisfied customer is our goal. We believe that, if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This Quick Confirmation Agreement between **Libertarian Party** ("Group" or "you" or "your(s)") and **Sacramento Hotel Partners, LLC** ("Owner"), d/b/a **Embassy Suites by Hilton Sacramento Riverfront Promenade** (the "Hotel" or "we" or "us" or "our") is intended to be helpful to both you and us and result in your satisfaction with our performance.

| Especially Prepared for: |                                | Event & Hotel Information:  |                                       |
|--------------------------|--------------------------------|---|---------------------------------------|
|                          |                                | <b>Embassy Suites by Hilton Sacramento Riverfront Promenade<br/>100 Capitol Mall, Sacramento CA 95814</b> |                                       |
| <b>Group Contact:</b>    | Adrian Malagon / Mimi Robinson | <b>Name of "Event":</b>   | Libertarian Party                     |
| <b>Title:</b>            |                                | <b>Date(s) of Event:</b>  | February 17, 2023 - February 19, 2023 |
| <b>Company Name:</b>     | Libertarian Party              | <b>Post to Reader Board:</b>  | Libertarian Party of CA               |
| <b>Address:</b>          | 428 L St. #400                 | <b>Hotel Contact:</b>   | Clark Sikora                          |
| <b>City, State, Zip:</b> | Sacramento, CA 95814           | <b>Title:</b>   | Sales Manager                         |
| <b>Phone:</b>            | (415) 613-3166                 | <b>Phone:</b>   | 916-326-5003                          |
| <b>Fax:</b>              |                                | <b>Fax:</b>   | 916-442-0719                          |
| <b>Email:</b>            | vicechair@ca.lp.org            | <b>Email:</b>   | clark.sikora@hilton.com               |

The sleeping rooms, function space and food and beverage functions listed below will be considered definite commitments upon signing of this Agreement by both parties, and will be subject to all terms and conditions set forth herein. We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

### SLEEPING ROOMS and RATES ("Room Block")

|                     | Fri 02/17/2023 |          | Sat 02/18/2023 |          |
|---------------------|----------------|----------|----------------|----------|
|                     | Rooms          | Rate     | Rooms          | Rate     |
| <b>Run of House</b> | 40             | \$229.00 | 40             | \$229.00 |

**TOTAL SLEEPING ROOM NIGHTS RESERVED: 80**  
**TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$18,320.00**

Sleeping room rates are **net non-commissionable**. Room rates are quoted exclusive of applicable state and local taxes (which are currently 12% occupancy, 4% Sacramento Tourism Assessment and \$0.45 CA Tourism Assessment per night) or applicable service, or hotel specific fees in effect at the Hotel at the time of the event.

- All Suites include a full cooked-to-order breakfast and beverage reception nightly.
- There will be a charge of \$25 per night for each additional guest in suite (if more than 2 adults per suite).
- Valet Parking available at \$35 per night (based on availability). Self-Parking is located in the city garage adjacent to the hotel.
- Complimentary In-Suite Wi-Fi.

### SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES

| Date          | Time               | Event Class        | Room                                  | Setup             | AGR | Rental |
|---------------|--------------------|--------------------|---------------------------------------|-------------------|-----|--------|
| Fri, 02/17/23 | 6:00 PM - 10:00 PM | Reception          | Promenade Ballroom                    | Reception         | 200 | \$0    |
| Sat, 02/18/23 | 7:45 AM - 9:30 AM  | Breakfast          | Terrace                               | Round Tables      | 100 | \$0    |
| Sat, 02/18/23 | 8:00 AM - 5:00 PM  | Breakout/Syndicate | Stagecoach                            | TBA               | 25  | \$0    |
| Sat, 02/18/23 | 8:00 AM - 5:00 PM  | General Session    | Central Pacific/Steamboat/Schoolhouse | Classroom/Theatre | 200 | \$1500 |
| Sat, 02/18/23 | 12:00 PM - 1:00 PM | Lunch              | Terrace                               | Round Tables      | 100 | \$0    |
| Sat, 02/18/23 | 6:00 PM - 9:00 PM  | Dinner             | Terrace                               | Round Tables      | 150 | \$0    |
| Sun, 02/19/23 | 7:45 AM - 9:30 AM  | Breakfast          | Terrace                               | Round Tables      | 100 | \$0    |
| Sun, 02/19/23 | 8:00 AM - 5:00 PM  | Breakout           | Stagecoach                            | TBA               | 25  | \$0    |
| Sun, 02/19/23 | 8:00 AM - 5:00 PM  | General Session    | Central Pacific                       | Classroom/Theatre | 200 | \$1500 |
| Sun, 02/19/23 | 12:00 PM - 1:00 PM | Lunch              | Terrace                               | Round Tables      | 100 | \$0    |

- Specific meeting rooms cannot be guaranteed and are subject to change
- Meeting space facility room charges have been greatly reduced based on your group anticipated food and beverage revenue. Minimum food and beverage purchase of \$14000.00\*\* is required. If the minimum is not met, the difference will be charged as additional meeting room rental.
- Complimentary basic Wi-Fi in the meeting space.

**GRATUITY AND SERVICE CHARGE:** The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to **23%** of the published retail price of food and beverage, plus any applicable state and/or local taxes. A portion of this combined charge (currently 17.25%) 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 5.75%) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

| Summary Of Minimum Revenue Anticipated By Hotel From This Agreement** |             |
|---|-------------|
| Total Anticipated Sleeping Room Revenue:                              | \$18,320.00 |
| Total Anticipated Sleeping Room Tax Charge:                           | \$2,967.20  |
| Total Anticipated Food & Beverage Revenue:                            | \$14,000.00 |
| Total Anticipated Room Rental Fees:                                   | \$3,000.00  |
| "Total Minimum Anticipated Revenue"***:                               | \$38,287.20 |

\*\* Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales

## TERMS AND CONDITIONS

**1. RESERVATIONS; GUEST RESERVATION INFORMATION:** Reservations will be made by: directly by the attendee via the Internet using the **Personalized Group Web Page**. Your guest rooms coordinator will provide you with the unique URL to send out to your attendees. We will create a **Reservations Group Code** for your event; reservations can also be made at [www.sacramento.embassysuites.com](http://www.sacramento.embassysuites.com) using the specific group code. OR reservation can be made directly with the Hotel room reservation department by calling **916-326-5000** or our toll-free number 1-800-EMBASSY. In doing so, please ask your attendees to request the group rate for the group or by the unique group code.

Reservations must be made no later than **Friday, January 27, 2023**. After that date, you agree that we may offer unused rooms held in your block to other customers. Reservations requested by your attendees after this date will be accepted based upon availability.

- Room/tax, valet and all incidentals will be paid by individuals.

If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.

**2. BANQUET SERVICES:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The Schedule of Events listed above indicates the function space that 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 or publishing 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. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service.

Your Event Manager will contact you at least **twenty one (21) days** before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least **twenty one (21) days** prior to your major arrival day.

If for any reason your final menu selections and room set specifications are provided to the Hotel **fourteen (14) days** or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef's Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.

Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications **at least ten (10) days prior to your major arrival day**, the Hotel will assess an extra fee equal to \$1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.

At least **five (5) business days** before your Event, you must inform us of the exact number of people who will attend your Event functions, to confirm all final arrangements and prices, by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly. We will not undertake to serve more than **3%** above this guaranteed minimum.

Upon review of your Event requirements, Banquet Event Orders will be sent to you to confirm all final arrangements and prices. These Banquet Event Orders will serve as a part of this Agreement. If you do not advise us of any changes on the Banquet Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

You agree to begin your functions promptly at the scheduled start times and agree to have your guests, invitees and other persons vacate the designated function spaces at the end times indicated on the final Event Orders. You further agree to reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus, and you agree to accept such substitutions.

Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Due to state law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. If approval is granted by Hotel, you must sign a hold harmless and indemnification agreement in the form currently in use at Hotel before any food or beverage products not purchased from us and served by Hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

**3. DESCRIPTION AND DISCLOSURE OF THIRD PARTY PAYMENTS: MEETING PLANNER BONUS PROGRAM: TBA\_HH#** ("Meeting Planner") is eligible to earn **HHonors bonus points** for a qualifying event. Full details and rules regarding the program are available by calling the HHonors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1-972-788-0878 or by visiting [www.hilton.com](http://www.hilton.com). Hilton HHonors membership, earning of points and redemption of points are subject to HHonors Terms and Conditions. Only the meeting planner who is specifically named in the Agreement will be eligible for this Meeting Planner Bonus Program. In this case, Meeting Planner will earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include: **Guest Rooms Charged to Master Account**,

**Catered Food and Beverage, Audio Visual Equipment Rental, and Meeting Room Rental (these do not include service charges or tax) up to a maximum of \$100,000 of eligible revenue.**

**4. PAYMENT:** Please be advised a “Credit Card Authorization” form must be filled out and returned along with this signed agreement to hold the block of rooms and meeting space.

**OR**

Please be advised a “Direct Bill Credit-Application” must be filled out and returned to hold the block of rooms and meeting space. If credit has been approved, payment of all undisputed charges will be due within 30 days of receipt of the final invoice. If payment of all undisputed charges is not received within thirty (30) days after your 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.

We require that you pay an initial deposit of **\$3000.00** of the Total Minimum Anticipated Revenue at the time of signing this Agreement. You agree to pay the entire remaining balance of the Total Minimum Anticipated Master Account Revenue in cash or by certified check at least ten (10) days prior to your Event or by personal bank check no later than two weeks prior to your Event. If you have established credit, payment of the remaining balance will be due within thirty (30) days after receipt of the bill.

We reserve the right to require additional advance payments of all or part of the estimated charges if your credit status changes. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your Event, you will provide us with the credit card to which all estimated master account charges will be pre-authorized and/or charged no later than **5-10 Business days prior to the beginning of the event**. If credit has been approved, you will provide us with your credit card information at the time of your Event. If payment of all undisputed charges is not received within thirty (30) days after your 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.

*Credit Cards may have daily limits that may prevent securing full payment for the amount due. You are responsible for ensuring that all methods of payment have adequate daily funds available to finalize the bill.*

**5. CANCELLATION AND PERFORMANCE POLICIES:** The rates offered by us are based in part upon the total gross revenues anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason (excluding those reasons listed under the “Impossibility” clause), including changing your meeting/function site to another hotel, you will pay as liquidated damages, plus any applicable state and/or local taxes as required by law, to the Hotel immediately upon notice of cancellation a percentage of Total Minimum Anticipated Revenue for your Event, as follows:

| Date of Hotel’s Receipt of Cancellation Notice*            | Percentage of Total Minimum Anticipated Revenue Owed | Amount of Cancellation Damages Owed |
|--|--|-------------------------------------|
| Date of signing to 90 days in advance of event start date. | 25% =  | \$9,571.75                          |
| 89 days to 60 days in advance                              | 50% =  | \$19,143.50                         |
| 59 to 30 days in advance                                   | 75% =  | \$28,715.25                         |
| 29 days or less in advance of event                        | 100% =   | \$38,287.00                         |

*\*Hotel may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.*

You further agree to pay reasonable liquidated damages to the Hotel for lack of performance if the Event is held but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event. The damages owed will be the amount necessary for the Hotel to receive no less than **80% of the Total Anticipated Sleeping Room Revenue**, 100% of the Total Food & Beverage Revenue and meeting room rental as described in the Summary table of Minimum Anticipated Revenue in this agreement, plus any applicable state and/or local taxes as required by law. If credit has not been established, all estimated Total Minimum Anticipated Revenue performance damages will be due and payable to the Hotel at or before the conclusion of the event.

**6. DISPLAYS AND DECORATIONS:** You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. **All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge you for Hotel staff to provide the labor for any installations or removals of such.** Hotel can advise you of such potential charges upon request.

**7. OUTSIDE CONTRACTORS:** Should you elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, audio/visual services, caterer, decorators, or others, you must notify us of your intention to use such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled “Hold Harmless Agreement – Outside Contractors” in favor of Hotel, Hilton Worldwide, Inc., Hotel’s Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel’s sole discretion based on the type of services the outside contractor will be providing) before your outside contractors will be allowed to provide services on Hotel premises.

**8. SECURITY:** If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Worldwide, Inc., Hotel’s Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before your security contractor will be allowed to provide security services on Hotel premises.

**9. CONDUCT OF EVENT:** You assume full responsibility for the conduct of all persons in attendance at your Event and for any damage done to any part of our premises during the time of your Event, whether caused by you, your agents, employees, contractors or attendees, including any damage resulting from or connected with transportation, placing, removal or display of exhibits, displays or other items related to your Event. You also agree that

your Event will not create any disturbance to other guests or meetings, such as noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates smells. Hotel reserves the right to end your Event immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, you will remain responsible for payment of all charges related to your Event and no refunds will be issued by Hotel. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

**10. FIRE SAFETY:** For the safety of persons and property, no fireworks vehicle displays, fog machines, fueled cooking demonstrations, lasers or incendiary devices may be used indoors at the Hotel.

**11. AUXILIARY AIDS:** The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that our guests have equivalent access to the Hotel's goods, services, and accommodations. You agree that one week in advance of your Event, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for any and all auxiliary aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

**12. DELIVERIES:** Arrangements for delivery of packages should be made through your designated Event Manager. Receiving, handling and shipping charges may apply. No COD packages will be accepted. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).

**13. PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or any name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Hilton Grand Vacations, Home2 Suites by Hilton, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf-Astoria and Waldorf-Astoria Collection. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

**14. COMPLIANCE WITH LAWS:** Group represents warrants and agrees that Group is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under such applicable laws, rules or regulations.

**15. DISPUTE RESOLUTION:** The parties agree that, subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration using one arbitrator before JAMS or American Arbitration Association in Sacramento, California, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of California will be the governing law, and any arbitration award will be enforceable in state or federal court.

**16. DISPUTES INVOLVING CREDIT CARD PAYMENTS:** As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all master account charges, you specifically agree to waive any rights you may have under applicable state and federal law in lending laws or otherwise (including, but not limited to, under your credit card issuer's procedures for resolving such disputes) to receive a temporary credit from your credit card issuer for disputed charges arising from your credit card transactions with Hotel (commonly referred to as a "chargeback"). You agree that any disputes that you may raise with respect to any master account charges must be addressed directly between you and us and to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement.

**17. COLLECTION/ATTORNEY'S FEES:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.

**18. INDEMNIFICATION:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all 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, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

**19. INSURANCE:** You agree to maintain insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, Commercial General Liability insurance with limits not less than Two Million US dollars (\$2,000,000 US) per occurrence covering property damage, products-completed operations, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. You agree to add Hotel Indemnified Parties as additional insureds under all applicable policies for your Event, and your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. You agree not to endorse or change your insurance to make it excess over other available insurance. Neither your failure to provide, nor our failure to obtain, proof of compliance shall act as a waiver of any of term in this Agreement.

**20. SEVERABILITY:** Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.

**21. 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.).

**22. OPTION DATES:** These arrangements are being held on a **first option basis** until **1/6/2022** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **24 Hours** or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **1/6/2022**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.

**23. SUCCESSORS AND ASSIGNS:** The commitments made by Group will be binding on its successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved. Group may not otherwise assign this Agreement or any rights hereunder. Group & Hotel are the only parties to this Agreement. There are no third party beneficiaries.

**24. AMENDMENTS/CHANGES:** If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone. This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement, except for DocuSign and SERTIF.

**25. NO-SHOWS, CANCELLATION & EARLY DEPARTURE FEES:** Any individual cancellations made within 48 hours of scheduled check-in will be billed for one night's suite and tax. Any no-shows will be billed for one night's suite and tax. Guests departing early will be charged a \$50 early departure fee. Guests wishing to avoid an early check-out fee should advise the hotel at or before check-in of any change in planned length of stay. It is the responsibility of the group to inform all attendees of our individual cancellation, no-show, and early departure policy. This individual cancellation policy does not waive or alter the group cancellation policy paragraph or performance clauses within this contract. Embassy Suites will deduct any collected cancellation, no-show and early departure fees from the amount the group may owe as performance damages.

**26. PARKING:** Valet parking is available at the hotel (based on availability) for all hotel and event guests. Valet parking fees are as follows: \$11.00 for the first hour and \$8.00 per hour after that up to a maximum of \$35.00 per day. Overnight guest rate is \$35.00. Hourly rates will apply for guests Valet parked for 4 hours or less. Self -Parking is located in the city garage adjacent to the hotel.

**27.** No helium balloons are allowed on property.

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: Libertarian Party**

**By: Adrian Malagon or Honor (Mimi) Robson**

**HOTEL: Sacramento Hotel Partners, LLC**

**d/b/a Embassy Suites by Hilton Sacramento Riverfront Promenade**

**By: Embassy Suites Management LLC, Managing Agent**

Signature: \_\_\_\_\_

Print Name: Adrian Malagon or Honor (Mimi) Robson

Dated: \_\_\_\_\_

Signature: \_\_\_\_\_  
Sales Manager

Print Name: Clark Sikora

Dated: \_\_\_\_\_

**HOTEL: Sacramento Hotel Partners, LLC**

**d/b/a Embassy Suites by Hilton Sacramento Riverfront Promenade**

Signature: \_\_\_\_\_  
Director of Sales & Marketing

Print Name: Barbara A. Stannius

Dated: \_\_\_\_\_

# EXHIBIT C



## QUICK CONFIRMATION AGREEMENT

**December 22, 2022**

A satisfied customer is our goal. We believe that, if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This **Quick Confirmation Agreement** between **Libertarian Party** ("Group" or "you" or "your(s)") and **Sacramento Hotel Partners, LLC** ("Owner"), d/b/a **Embassy Suites by Hilton Sacramento Riverfront Promenade** (the "Hotel" or "we" or "us" or "our") is intended to be helpful to both you and us and result in your satisfaction with our performance.

| Especially Prepared for: |  | Event & Hotel Information:<br>Embassy Suites by Hilton Sacramento Riverfront Promenade<br>100 Capitol Mall, Sacramento CA 95814 |                                       |
|--------------------------|--|---|---------------------------------------|
| <b>Group Contact:</b>    | Honor Robinson / Adrian Malagon        | <b>Name of "Event":</b>   | Libertarian Party                     |
| <b>Title:</b>            |  | <b>Date(s) of Event:</b>  | February 16, 2023 - February 19, 2023 |
| <b>Company Name:</b>     | Libertarian Party                      | <b>Post to Reader Board:</b>  | Libertarian Party of CA               |
| <b>Address:</b>          | 428 L St. #400                         | <b>Hotel Contact:</b>   | Clark Sikora                          |
| <b>City, State, Zip:</b> | Sacramento, CA 95814                   | <b>Title:</b>   | Sales Manager                         |
| <b>Phone:</b>            | (415) 613-3166                         | <b>Phone:</b>   | 916-326-5003                          |
| <b>Fax:</b>              |  | <b>Fax:</b>   | 916-442-0719                          |
| <b>Email:</b>            | chair@ca.lp.org or vicechair@ca.lp.org | <b>Email:</b>   | clark.sikora@hilton.com               |

The sleeping rooms, function space and food and beverage functions listed below will be considered definite commitments upon signing of this Agreement by both parties, and will be subject to all terms and conditions set forth herein. We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

|  |
|--|
| <b>SLEEPING ROOMS and RATES ("Room Block")</b> |
|--|

|                     | Thu 02/16/2023 |          | Fri 02/17/2023 |          | Sat 02/18/2023 |          |
|---------------------|----------------|----------|----------------|----------|----------------|----------|
|                     | Rooms          | Rate     | Rooms          | Rate     | Rooms          | Rate     |
| <b>Run of House</b> | 8              | \$229.00 | 35             | \$229.00 | 40             | \$229.00 |

**TOTAL SLEEPING ROOM NIGHTS RESERVED: 83**  
**TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$19,007.00**

Sleeping room rates are **net non-commissionable**. Room rates are quoted exclusive of applicable state and local taxes (which are currently 12% occupancy, 4% Sacramento Tourism Assessment and \$0.45 CA Tourism Assessment per night) or applicable service, or hotel specific fees in effect at the Hotel at the time of the event.

- All Suites include a full cooked-to-order breakfast and beverage reception nightly.
- There will be a charge of \$25 per night for each additional guest in suite (if more than 2 adults per suite).
- Valet Parking available at \$35 per night (based on availability). Self-Parking is located in the city garage adjacent to the hotel.
- Complimentary In-Suite Wi-Fi.

|  |
|--|
| <b>SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES</b> |
|--|

| Date          | Time               | Event Class        | Room                                  | Setup                      | AGR | Rental |
|---------------|--------------------|--------------------|---------------------------------------|----------------------------|-----|--------|
| Fri, 02/17/23 | 6:00 PM - 10:00 PM | Reception          | Promenade Ballroom                    | Reception                  | 200 | \$0    |
| Fri, 02/17/23 | 6:00 PM - 10:00 PM | Registration       | Atrium 1                              | Registration               | 2   | \$0    |
| Sat, 02/18/23 | 7:45 AM - 9:30 AM  | Breakfast          | Terrace                               | Round Tables of 10         | 100 | \$0    |
| Sat, 02/18/23 | 8:00 AM - 5:00 PM  | Breakout/Syndicate | Stagecoach                            | TBA                        | 25  | \$0    |
| Sat, 02/18/23 | 8:00 AM - 5:00 PM  | General Session    | Central Pacific/Steamboat/Schoolhouse | Special Setup Instructions | 200 | \$500  |
| Sat, 02/18/23 | 8:00 AM - 7:00 PM  | Registration       | Atrium 1                              | Registration               | 2   | \$0    |
| Sat, 02/18/23 | 8:00 AM - 9:00 PM  | Table Top Vendors  | Atrium 2                              | Exhibition - Table Top     | 4   | \$0    |
| Sat, 02/18/23 | 8:00 AM - 10:00 PM | Meeting            | John Sutter Boardroom                 | Conference/Boardroom       | 10  | \$0    |
| Sat, 02/18/23 | 12:00 PM - 1:00 PM | Lunch              | Terrace                               | Round Tables of 8          | 100 | \$0    |
| Sat, 02/18/23 | 7:00 PM - 11:30 PM | Dinner             | Promenade Ballroom                    | Round Tables of 10         | 150 | \$0    |
| Sun, 02/19/23 | 7:45 AM - 9:30 AM  | Breakfast          | Terrace                               | Round Tables of 8          | 100 | \$0    |
| Sun, 02/19/23 | 8:00 AM - 5:00 PM  | Breakout/Syndicate | Stagecoach                            | Conference/Boardroom       | 12  | \$0    |
| Sun, 02/19/23 | 8:00 AM - 5:00 PM  | Meeting            | John Sutter Boardroom                 | Conference/Boardroom       | 10  | \$0    |
| Sun, 02/19/23 | 8:00 AM - 5:00 PM  | General Session    | Central Pacific/Steamboat/Schoolhouse | Special Setup Instructions | 200 | \$500  |
| Sun, 02/19/23 | 8:00 AM - 5:00 PM  | Registration       | Atrium 1                              | Registration               | 2   | \$0    |
| Sun, 02/19/23 | 8:00 AM - 5:00 PM  | Table Top Vendors  | Atrium 2                              | Exhibition - Table Top     | 4   | \$0    |
| Sun, 02/19/23 | 12:00 PM - 1:00 PM | Lunch              | Terrace                               | Round Tables of 8          | 100 | \$0    |

- Specific meeting rooms cannot be guaranteed and are subject to change
- Meeting space facility room charges have been greatly reduced based on your group anticipated food and beverage revenue. Minimum food and beverage purchase of \$14000.00\*\* is required. If the minimum is not met, the difference will be charged as additional meeting room rental.
- Complimentary basic Wi-Fi in the meeting space.

**GRATUITY AND SERVICE CHARGE:** The combined gratuity and service charge that is in effect on the day of your Event will be added to your account. Currently, the combined charge is equal to **23%** of the published retail price of food and beverage, plus any applicable state and/or local taxes. A portion of this combined charge (currently 17.25%) 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 5.75%) is a service charge that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of your Event. We will endeavor to notify you in advance of your Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of your Event.

| <b>Summary Of Minimum Revenue Anticipated By Hotel From This Agreement**</b> |                    |
|--|--------------------|
| <b>Total Anticipated Sleeping Room Revenue:</b>                              | <b>\$19,007.00</b> |
| <b>Total Anticipated Sleeping Room Tax Charge:</b>                           | <b>\$3,078.47</b>  |
| <b>Total Anticipated Food &amp; Beverage Revenue:</b>                        | <b>\$14,000.00</b> |
| <b>Total Anticipated Room Rental Fees:</b>                                   | <b>\$1,000.00</b>  |
| <b>"Total Minimum Anticipated Revenue"***:</b>                               | <b>\$37,085.47</b> |

**\*\* Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales**

## TERMS AND CONDITIONS

**1. RESERVATIONS; GUEST RESERVATION INFORMATION:** Reservations will be made by: directly by the attendee via the Internet using the **Personalized Group Web Page**. Your guest rooms coordinator will provide you with the unique URL to send out to your attendees. We will create a **Reservations Group Code** for your event; reservations can also be made at [www.sacramento.embassysuites.com](http://www.sacramento.embassysuites.com) using the specific group code. OR reservation can be made directly with the Hotel room reservation department by calling **916-326-5000** or our toll-free number 1-800-EMBASSY. In doing so, please ask your attendees to request the group rate for the group or by the unique group code.

Reservations must be made no later than **Friday, January 27, 2023**. After that date, you agree that we may offer unused rooms held in your block to other customers. Reservations requested by your attendees after this date will be accepted based upon availability.

- Room/tax, valet and all incidentals will be paid by individuals.

If you request that Hotel provide you and/or your representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block (each, an "Attendee") established pursuant to this Agreement, then you certify that you already obtained, or will obtain, consent from each of your Attendees for the Hotel or Hilton Worldwide, Inc. to provide to you and/or your representative(s) such Attendee's reservation information, and you further agree to reimburse Hotel and Hilton Worldwide, Inc. for any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's or Hilton Worldwide, Inc.'s disclosure of any Attendee's reservation information.

**2. BANQUET SERVICES:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The Schedule of Events listed above indicates the function space that 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 or publishing 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. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service.

Your Event Manager will contact you at least **twenty one (21) days** before your Event to review and re-confirm the details for your Event, including menus, decorations, entertainment and beverage service. We require that your final menu selections and room set specifications be completed and received at least **twenty one (21) days** prior to your major arrival day.

If for any reason your final menu selections and room set specifications are provided to the Hotel **fourteen (14) days** or less prior to your major arrival day, Hotel may, in our sole discretion, make Chef's Selections for food product based on your delayed submission of final menu selections, and you agree to accept such substitutions.

Due to supply chain logistics that are out of the control of the Hotel including seasonal availability of product, holidays and weekends, if for any reason you do not provide the Hotel with your final menu selections and room set specifications **at least ten (10) days prior to your major arrival day**, the Hotel will assess an extra fee equal to \$1.00 per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.

At least **five (5) business days** before your Event, you must inform us of the exact number of people who will attend your Event functions, to confirm all final arrangements and prices, by contacting your assigned Event Manager by email or phone. Guarantees by text message cannot be accepted. If you do not advise Hotel of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly. We will not undertake to serve more than **3%** above this guaranteed minimum.

Upon review of your Event requirements, Banquet Event Orders will be sent to you to confirm all final arrangements and prices. These Banquet Event Orders will serve as a part of this Agreement. If you do not advise us of any changes on the Banquet Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

You agree to begin your functions promptly at the scheduled start times and agree to have your guests, invitees and other persons vacate the designated function spaces at the end times indicated on the final Event Orders. You further agree to reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus, and you agree to accept such substitutions.

Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Due to state law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. If approval is granted by Hotel, you must sign a hold harmless and indemnification agreement in the form currently in use at Hotel before any food or beverage products not purchased from us and served by Hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

**3. DESCRIPTION AND DISCLOSURE OF THIRD PARTY PAYMENTS: MEETING PLANNER BONUS PROGRAM: TBA\_HH#** ("Meeting Planner") is eligible to earn HHonors bonus points for a qualifying event. Full details and rules regarding the program are available by calling the HHonors Customer Service Center at 1-800-548-8690 in the U.S. and Canada or 1-972-788-0878 or by visiting [www.hilton.com](http://www.hilton.com). Hilton HHonors membership, earning of points and redemption of points are subject to HHonors Terms and Conditions. Only the meeting planner who is specifically named in the Agreement will be eligible for this Meeting Planner Bonus Program. In this case, Meeting Planner will earn one HHonors bonus point for every eligible dollar spent, up to a maximum award of 100,000 HHonors bonus points. Eligible revenue will include: **Guest Rooms Charged to Master Account, Catered Food and Beverage, Audio Visual Equipment Rental, and Meeting Room Rental (these do not include service charges or tax)** up to a maximum of \$100,000 of eligible revenue.

**4. PAYMENT: Please be advised a "Credit Card Authorization" form must be filled out and returned along with this signed agreement to hold the block of rooms and meeting space.**

We require that you pay an initial deposit of **\$3000.00** of the Total Minimum Anticipated Revenue at the time of signing this Agreement. You agree to pay the entire remaining balance of the Total Minimum Anticipated Master Account Revenue in cash or by certified check at least ten (10) days prior to your Event or by personal bank check no later than two weeks prior to your Event. If you have established credit, payment of the remaining balance will be due within thirty (30) days after receipt of the bill.

We reserve the right to require additional advance payments of all or part of the estimated charges if your credit status changes. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your Event, you will provide us with the credit card to which all estimated master account charges will be pre-authorized and/or charged no later than **5-10 Business days prior to the beginning of the event**. If credit has been approved, you will provide us with your credit card information at the time of your Event. If payment of all undisputed charges is not received within thirty (30) days after your 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.

*Credit Cards may have daily limits that may prevent securing full payment for the amount due. You are responsible for ensuring that all methods of payment have adequate daily funds available to finalize the bill.*

**5. CANCELLATION AND PERFORMANCE POLICIES: The rates offered by us are based in part upon the total gross revenues anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation or lack of full performance by you, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason (excluding those reasons listed under the "Impossibility" clause), including changing your meeting/function site to another hotel, you will pay as liquidated damages, plus any applicable state and/or local taxes as required by law, to the Hotel immediately upon notice of cancellation a percentage of Total Minimum Anticipated Revenue for your Event, as follows:**

| Date of Hotel's Receipt of Cancellation Notice*            | Percentage of Total Minimum Anticipated Revenue Owed | Amount of Cancellation Damages Owed |
|--|--|-------------------------------------|
| Date of signing to 90 days in advance of event start date. | 25% =  | \$9,271.37                          |
| 89 days to 60 days in advance                              | 50% =  | \$18,542.74                         |
| 59 to 30 days in advance                                   | 75% =  | \$27,814.10                         |
| 29 days or less in advance of event                        | 100% =   | \$37,085.47                         |

*\*Hotel may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.*

You further agree to pay reasonable liquidated damages to the Hotel for lack of performance if the Event is held but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event. The damages owed will be the amount necessary for the Hotel to receive no less than **80% of the Total Anticipated Sleeping Room Revenue**, 100% of the Total Food & Beverage Revenue and meeting room rental as described in the Summary table of Minimum Anticipated Revenue in this agreement, plus any applicable state and/or local taxes as required by law. If credit has not been established, all estimated Total Minimum Anticipated Revenue performance damages will be due and payable to the Hotel at or before the conclusion of the event.

**6. DISPLAYS AND DECORATIONS:** You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. **All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge you for Hotel staff to provide the labor for any installations or removals of such.** Hotel can advise you of such potential charges upon request.

**7. OUTSIDE CONTRACTORS:** Should you elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, audio/visual services, caterer, decorators, or others, you must notify us of your intention to use

such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled "Hold Harmless Agreement – Outside Contractors" in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before your outside contractors will be allowed to provide services on Hotel premises.

**8. SECURITY:** If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Worldwide, Inc., Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before your security contractor will be allowed to provide security services on Hotel premises.

**9. CONDUCT OF EVENT:** You assume full responsibility for the conduct of all persons in attendance at your Event and for any damage done to any part of our premises during the time of your Event, whether caused by you, your agents, employees, contractors or attendees, including any damage resulting from or connected with transportation, placing, removal or display of exhibits, displays or other items related to your Event. You also agree that your Event will not create any disturbance to other guests or meetings, such as noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates smells. Hotel reserves the right to end your Event immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, you will remain responsible for payment of all charges related to your Event and no refunds will be issued by Hotel. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

**10. FIRE SAFETY:** For the safety of persons and property, no fireworks vehicle displays, fog machines, fueled cooking demonstrations, lasers or incendiary devices may be used indoors at the Hotel.

**11. AUXILIARY AIDS:** The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that our guests have equivalent access to the Hotel's goods, services, and accommodations. You agree that one week in advance of your Event, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for any and all auxiliary aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

**12. DELIVERIES:** Arrangements for delivery of packages should be made through your designated Event Manager. Receiving, handling and shipping charges may apply. No COD packages will be accepted. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).

**13. PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel or any name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Hilton Grand Vacations, Home2 Suites by Hilton, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf-Astoria and Waldorf-Astoria Collection. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

**14. COMPLIANCE WITH LAWS:** Group represents warrants and agrees that Group is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under such applicable laws, rules or regulations.

**15. DISPUTE RESOLUTION:** The parties agree that, subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this Agreement will be resolved by arbitration using one arbitrator before JAMS or American Arbitration Association in Sacramento, California, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of California will be the governing law, and any arbitration award will be enforceable in state or federal court.

**16. DISPUTES INVOLVING CREDIT CARD PAYMENTS:** As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all master account charges, you specifically agree to waive any rights you may have under applicable state and federal truth in lending laws or otherwise (including, but not limited to, under your credit card issuer's procedures for resolving such disputes) to receive a temporary credit from your credit card issuer for disputed charges arising from your credit card transactions with Hotel (commonly referred to as a "chargeback"). You agree that any disputes that you may raise with respect to any master account charges must be addressed directly between you and us and to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement.

**17. COLLECTION/ATTORNEY'S FEES:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its attorney's fees and costs, plus pre and post judgment interest. If we retain the services of a collection agency or attorney to assist in the collection of any amounts due to us under this Agreement, you will pay all expenses incurred by us in such collection efforts.

**18. INDEMNIFICATION:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all 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, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

**19. INSURANCE:** You agree to maintain insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, Commercial General Liability insurance with limits not less than Two Million US dollars (\$2,000,000 US) per occurrence covering property damage, products-completed operations, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. You agree to add Hotel Indemnified Parties as additional insureds under all applicable policies for your Event, and your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. You agree not to endorse or change your insurance to make it excess over other available insurance. Neither your failure to provide, nor our failure to obtain, proof of compliance shall act as a waiver of any of term in this Agreement.

**20. SEVERABILITY:** Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.

**21. 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.).

**22. OPTION DATES:** These arrangements are being held on a **first option basis** until 1/6/2022 (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **24 Hours** or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by 1/6/2022, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.

**23. SUCCESSORS AND ASSIGNS:** The commitments made by Group will be binding on its successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved. Group may not otherwise assign this Agreement or any rights hereunder. Group & Hotel are the only parties to this Agreement. There are no third party beneficiaries.

**24. AMENDMENTS/CHANGES:** If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone. This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender. For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement, except for DocuSign and SERTIFI.

**25. NO-SHOWS, CANCELLATION & EARLY DEPARTURE FEES:** Any individual cancellations made within 48 hours of scheduled check-in will be billed for one night's suite and tax. Any no-shows will be billed for one night's suite and tax. Guests departing early will be charged a \$50 early departure fee. Guests wishing to avoid an early check-out fee should advise the hotel at or before check-in of any change in planned length of stay. It is the responsibility of the group to inform all attendees of our individual cancellation, no-show, and early departure policy. This individual cancellation policy does not waive or alter the group cancellation policy paragraph or performance clauses within this contract. Embassy Suites will deduct any collected cancellation, no-show and early departure fees from the amount the group may owe as performance damages.

**26. PARKING:** Valet parking is available at the hotel (based on availability) for all hotel and event guests. Valet parking fees are as follows: \$11.00 for the first hour and \$8.00 per hour after that up to a maximum of \$35.00 per day. Overnight guest rate is \$35.00. Hourly rates will apply for guests Valet parked for 4 hours or less. Self-Parking is located in the city garage adjacent to the hotel.

**27.** No helium balloons are allowed on property.

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: Libertarian Party**

**By: Adrian Malagon or Honor (Mimi) Robson**

Signature: Honor M Robson

Print Name: Honor M Robson, Chairperson

Dated: January 5, 2023

**HOTEL: Sacramento Hotel Partners, LLC**

**d/b/a Embassy Suites by Hilton Sacramento Riverfront Promenade**

**By: Embassy Suites Management LLC, Managing Agent**

Signature: \_\_\_\_\_  
Sales Manager

Print Name: Clark Sikora

Dated: \_\_\_\_\_

**HOTEL: Sacramento Hotel Partners, LLC**

**d/b/a Embassy Suites by Hilton Sacramento Riverfront Promenade**

Signature: \_\_\_\_\_  
Director of Sales & Marketing

Print Name: Barbara A. Stannius

Dated: \_\_\_\_\_