

**MINUTES OF THE MEETING OF THE EXECUTIVE COMMITTEE
OF THE LIBERTARIAN PARTY OF NEW YORK
HELD ON WEDNESDAY, JULY 20, 2022 ON THE ZOOM MEETING APP**

MEMBERS PRESENT

William Cody Anderson, Chair
Anthony D’Orazio, 1st Vice-Chair
Duane J. Whitmer, 2nd Vice-Chair
Andrew M. Kolstee, Secretary
Lora L. Newell, Treasurer
Robert M. Arrigo, Member-At-Large
Gabrielle S. Cordova, Member-At-Large
Pietro S. Geraci, Member-At-Large
Paul M. Grindle, Member-At-Large
Richard F. Purtell, Member At-Large

OBSERVERS

Brandon G. Lyon, State Committee Member, Judicial District 4
Mark S. Braiman, State Committee Member, Judicial District 6
Christopher M. Olenski, State Committee Member, Judicial District 6
Steven G. Becker, State Committee Member, Judicial District 7
James M. Dayton, State Committee Member, Judicial District 7
Michael R. Rebmann, State Committee Member, Judicial District 8
Robert J. Cocomello, State Committee Member, Judicial District 9
Richard Bell, State Committee Member, Judicial District 13
Justin N. Carman, Albany County Vice-Chair
Shawn C. DeGrand, State Committee Member-Elect, Judicial District 5
Craig L. Shute, Onondaga County

The meeting was called to order at 9:03 p.m. by William Cody Anderson, Chair. Secretary Andrew Kolstee conducted a roll call and determined that a quorum was present.

Lora Newell issued a Treasurer’s report in writing (**Exhibit 1**). Motion by Richard Purtell to **accept the Treasurer’s report** was seconded by Andrew Kolstee and passed by voice vote.

Motion by Lora Newell to **reimburse William Cody Anderson a total of \$44.85 for postage** was seconded by Richard Purtell and passed by voice vote.

Motion by Lora Newell to **reimburse Andrew Kolstee a total of \$356.36 for postage and printing** was seconded by Gabrielle Cordova and passed by voice vote.

Legislative Affairs Committee Chair Richard Purtell issued a report. He reviewed the bills that the committee was tracking and the result of the legislative session. Most of these bills did not gain any traction. One major concern is the extended producer responsibility bill, which concerns waste management and expansion of state power in that area.

Public Engagement Committee Co-Chair Duane Whitmer issued a report. There has been an increase in Facebook activity, with an increase of 800 likes. The LPNY Twitter has surpassed 7,000 followers. Duane, along with Steve Felano, is working with Firearms Policy Coalition regarding 2nd Amendment issues. Duane also spoke at a meeting of the Office of Cannabis Management. A couple of press release are almost ready to be released and press has been received regarding the challenge of the Lee Zeldin Independence Party petitions.

Fundraising Committee Co-Chair Gabrielle Cordova issued a report. The committee is planning on meeting this week to discuss a fundraiser for the September convention.

Rules Committee Chair Paul Grindle issued a report. The committee will need to meet in late July or early August in order to have enough time to discuss potential amendments before the September convention. The major issue will be regarding the definition of membership.

Candidate Support Committee Chair Paul Grindle issued a report. Nick Grasso is running for Chemung County Legislature. There are other potential individuals interested in joining the committee. There are opportunities to identify opportunities for local races in Wyoming County.

State Convention Planning Committee Co-Chair Andrew Kolstee issued a report on the process and structure of the convention to be held in Western New York. Co-Chair Duane Whitmer spoke on lining up speakers and the overall theme for the convention—"State of Defiance."

Motion by Lora Newell to **authorize an expenditure of \$1,342.93 to James Ostrowski for legal expenses** was seconded by Pietro Geraci and passed by voice vote.

Motion by Anthony D'Orazio to **amend the motion previously adopted at the November 24, 2021 meeting of the Executive Committee to insert "or Niagara County" after "Erie County"** was seconded by Andrew Kolstee and passed by voice vote.

The meeting was extended by fifteen (15) minutes without objection.

The meeting was extended to 10:30 p.m. without objection.

Motion by Andrew Kolstee to **authorize the Chair to sign the contact (Exhibit 2) with the Sheraton Hotel in Niagara Falls on behalf of the Libertarian Party of New York for the 2022 State Convention and authorize an expenditure of up to one thousand dollars (\$1,000) for a deposit on the room block** was seconded by Duane Whitmer, debated, and passed by voice vote.

Motion by Andrew Kolstee to **retroactively renew the appointment of Zachary Remian as County Contact of Clinton County as of June 26, 2022 for a three-month term set to expire on September 26, 2022** was seconded by Gabrielle Cordova and passed by voice vote.

Motion by Andrew Kolstee to **retroactively renew the appointment of Jame Vandewalker as County Contact of Allegany County as of June 22, 2022 for a three-month term set to expire on September 22, 2022** was seconded by Anthony D’Orazio and passed by voice vote.

Motion by Andrew Kolstee to **retroactively renew the appointment of Christopher Lyndaker as County Contact of Lewis County as of July 10, 2022 for a three-month term set to expire on October 10, 2022** was seconded by Richard Purtell and passed by voice vote.

Motion by Andrew Kolstee to **retroactively renew the appointment of Matthew Guilianelli as County Contact of Oneida County as of July 10, 2022 for a three-month term set to expire on October 10, 2022** was seconded by Richard Purtell and passed by voice vote.

Motion by Andrew Kolstee to **retroactively renew the appointment of Jennifer O’Connor as County Contact of Rensselaer County as of July 4, 2022 for a three-month term set to expire on October 4, 2022** was seconded by Lora Newell and passed by voice vote.

Motion by Andrew Kolstee to **retroactively renew the appointment of Joseph Colon as County Contact of Sullivan County as of June 20, 2022 for a three-month term set to expire on September 20, 2022** was seconded by Anthony D’Orazio and passed by voice vote.

Motion by Andrew Kolstee to **renew the appointment of Steven Greene as County Contact of Warren County for a three-month term set to expire on November 3, 2022** was seconded by Richard Purtell and passed by voice vote.

The meeting was extended to 10:40 p.m. without objection.

Motion by Andrew Kolstee to **reimburse Christopher Olenski a total of \$373.69 for travel and lodging expenses for reviewing the Independence Party petitions at the New York State Board of Elections and attending the hearing associated with the objections of said petition filed by Andrew Kolstee** was seconded by Anthony D’Orazio and passed by voice vote.

Motion by Anthony D’Orazio to **adjourn** was seconded by Lora Newell and passed by voice vote.

The meeting was adjourned at 10:30 p.m.

Andrew Martin Kolstee,
Secretary

Exhibit 1

LPNY Treasurer's Report July 20, 2022

LPNY KEY BANK

Housekeeping Committee account balance as of 07.20.22: \$1110.11

CC General account balance as of 07.20.22: \$18,890.06

LPNY 2022 Petitioning Committee account balance as of 7.20.22: \$17,757.48

Total cash on hand as of 7.20.2022: \$37,757.65

Expenses for June:

Constant Contact: \$200.07

Grasshopper: \$32.59

Law Office of Gary Donoyan: \$1,000.00

Dryden Mutual Insurance: \$100.00

Name Cheap.com: \$ 75.80

Total Expenses for June: \$1,408.46

Fundraising results for June: \$1,633.10

Fundraising results year to date: \$15,721.15

Respectfully submitted,

Lora Newell

Treasurer

Exhibit 2 (page 1 of 7)

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Niagara Falls, 300 3rd Street, Niagara Falls, NY, 14303, (716) 285-3361 and Libertarian Party of NYS.

ORGANIZATION: 2022 Libertarian Party of NYS
CONTACT:

Name: Andrew Kolstee
Country/Region: USA
Phone Number: (716) 640-2089
E-mail Address: andrewkolstee@gmail.com

NAME OF EVENT: Libertarian Party of NYS September 2022
REFERENCE #: M-NUY66JE
OFFICIAL PROGRAM DATES: Friday, 09/16/2022 - Saturday, 09/17/2022

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Libertarian Party of NYS agrees that it will be responsible for utilizing, 40 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Libertarian Party of NYS Attendees

Date	Day	Run Of House	Total Rooms
09/16/2022	Fri	40	40
09/17/2022	Sat	40	40

Start Date	End Date	Room Type	Single
09/16/2022	09/17/2022	Run Of House	\$169.00

Rates are per night and do not include applicable state and local taxes, currently 14% but subject to change, or the following charges or fees: **\$9.95 Destination Amenity Fee or Destination Marketing Fee (currently 7%)**. No charges or fees are purported to be tips, gratuities or services charges, and will not be distributed as tips or gratuities to the Hotel's employees who provide services to the guests, unless otherwise expressly stated herein.

The above room rates are for single and double occupancy. Please add \$10.00 per person for triple and quadruple occupancy.

The Hotel will extend the group rate two (2) days prior to major check-in and two (2) days following major check-out on a space and rate availability basis.

DESTINATION AMENITY FEE

The Destination Amenity Fee, currently \$9.95 per night, includes complimentary car parking with in and out privileges, complimentary enhanced Wi-Fi, two in-room bottled waters per day, laundry service, Adventure Passport discount book with savings worth \$700, and a Winter Savings Pass. Inclusions of the Destination Amenity Fee are subject to change.

THE DESTINATION MARKETING FEE

The Destination Marketing Fee (currently 7%) is an administrative assessment/fee that is charged by the Hotel to market the Hotel property and generally promote the Niagara Falls tourist market.

COMMISSION

The group room rates listed above are net non-commissionable. Libertarian Party of NYS will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

Exhibit 2 (page 2 of 7)

METHOD OF RESERVATIONS

The Hotel understands that the individual attendees will be making their own reservations. The guests can contact 1-866-961-3780 to make reservations. A customized website can also be created for your group to make online reservations. All individual reservations must be guaranteed with a credit card at the time of booking. If guests do not arrive, a penalty will be charged of one night's room rate plus applicable taxes. Individual cancellations will be accepted without penalty to the individual, up to 3:00PM 72 hours prior to arrival. Any reservations cancelled within 72 hours of arrival will be charged one night's room rate plus tax. Such cancellations will not relieve the Group of its obligation of the guestroom minimum.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Libertarian Party of NYS. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before **Tuesday, August 16, 2022**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Libertarian Party of NYS group rate after this date.

NO ROOM TRANSFER BY GUEST

Libertarian Party of NYS agrees that neither Libertarian Party of NYS nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Libertarian Party of NYS reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The Group directs that each individual attendee will be responsible for all of their individual expenses, including all guest room charges, taxes and incidental charges. The Group agrees that all meeting/function expenses and any guest rooms designated by the Group will be billed to the Master Account.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Libertarian Party of NYS wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Libertarian Party of NYS shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Libertarian Party of NYS.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Libertarian Party of NYS agrees the Hotel may charge this credit card 72 hours prior to arrival. If paying via check the check must be received 10 days prior to arrival.

To secure the rooms a deposit of \$750 is due at the time of contract signing.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Libertarian Party of NYS, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental
09/17/2022	Sat	8:00 AM	5:00 PM	Meeting	Rounds of 6	80	WAIVED
09/17/2022	Sat	5:00 PM	7:00 PM	Reception	Cocktail Rounds	100	WAIVED
09/18/2022	Sun	8:00 AM	5:00 PM	Meeting	Rounds of 6	80	WAIVED

Exhibit 2 (page 3 of 7)

All meeting room, food and beverage, and related services are subject to applicable taxes and fees including, among others, the Destination Marketing Fee (currently totaling 3.5%) and a service charge in effect on the date(s) of the event (currently 20%). Of this, 18.25% is distributed to the Hotel's employees who provide services to guests as a gratuity, and the remaining 1.75% represents an administrative charge by the Hotel for the administration of the banquet, function and/or package.

DAMAGE TO FUNCTION SPACE

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

ROOMS ATTRITION – Rooms Per Night

Hotel is relying upon Libertarian Party of NYS's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Libertarian Party of NYS agrees that a loss will be incurred by Hotel if Libertarian Party of NYS's actual usage is less than ninety percent (90%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a ten percent (10%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as attrition charges to Libertarian Party of NYS's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Libertarian Party of NYS agrees to a minimum banquet food and beverage revenue of (\$6,000), exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices 30 days prior to Libertarian Party of NYS's arrival date. Libertarian Party of NYS shall provide Hotel with 10 days advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

CANCELLATION - Contracts with Room Nights and F&B

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

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IMPOSSIBILITY

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

COMPLIANCE WITH LAW

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

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Libertarian Party of NYS will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

DISPUTE RESOLUTION

In the event that any action, suit or proceeding is commenced by any party to enforce its rights hereunder, the prevailing party shall be entitled to an award of its fees and costs, including reasonable attorneys' fees, incurred incidental thereto.

LIQUOR LICENSE

Libertarian Party of NYS understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

Exhibit 2 (page 5 of 7)

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Libertarian Party of NYS will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Libertarian Party of NYS's needs. If such special setups or extraordinary formats are requested, Hotel will present Libertarian Party of NYS two (2) alternatives: (1) charging Libertarian Party of NYS the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Libertarian Party of NYS requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Libertarian Party of NYS wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Libertarian Party of NYS must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Libertarian Party of NYS, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Libertarian Party of NYS will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Libertarian Party of NYS may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Libertarian Party of NYS has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Exhibit 2 (page 6 of 7)

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that Libertarian Party of NYS has given to the Hotel. Libertarian Party of NYS agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to Libertarian Party of NYS.

ACCEPTANCE

When presented by the Hotel to Libertarian Party of NYS, this document is an invitation by the Hotel to Libertarian Party of NYS to make an offer. Upon signature by Libertarian Party of NYS, this document will be an offer by Libertarian Party of NYS. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Libertarian Party of NYS at any time prior to Libertarian Party of NYS's execution of this document, the outlined format and dates will be held by the Hotel for Libertarian Party of NYS on a first-option basis until **Monday, August 1st, 2022**. If Libertarian Party of NYS cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Libertarian Party of NYS and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

Exhibit 2 (page 7 of 7)

SIGNATURES

Approved and authorized by Libertarian Party of NYS:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

