

**Hyatt Regency San Francisco
5 Embarcadero Center
San Francisco, CA 94111**

GROUP SALES CONTRACT

Date Prepared: August 14, 2019

Official Event Dates: October 18, 2020 – October 23, 2020

GROUP INFORMATION		HOTEL INFORMATION	
Group Name	Open Web Application Security Project (OWASP)	Hotel Contact:	Andrea Comings
Contact Name	Emily Berman	Contact Phone	415-326-4474
Contact Title	Events Director	Contact Fax	415-981-3638
Email Address	Emily.berman@owasp.com	Email Address	Andrea.comings@hyatt.com
Phone Number	720-384-3370	Main Phone	415-788-1234
Event Name	2020 OWASP Global AppSEC US		

HYATT CORPORATION as agent of SUNSTONE EC5, LLC d/b/a HYATT REGENCY SAN FRANCISCO, hereinafter referred to as “Hotel” or “we,” and Open Web Application Security Project, hereinafter referred to as “OWASP,” “Group,” “you,” or “your,” agree to this contract, hereinafter referred to as “Contract,” as follows:

GROUP'S DUE DATE

The Hotel agrees to hold the space listed below on a tentative basis until August 28, 2019. If the Hotel does not have a signed Contract on August 28, 2019, the Hotel will release the space for sale to the public. If another party receives a request more than 72 hours in advance of this date, the Hotel will notify Group and Group will have 72 hours from the time of notification by the Hotel to confirm by signature of this Contract or release the space.

HEADQUARTERS HOTEL

This Contract is based upon Hotel being named the Headquarters Hotel and represented as such in all promotional materials for Group's meeting. Should the Hotel not be named as the sole official Headquarters Hotel, the Hotel reserves the right after consultation with you, to appropriately reduce the Room Block and meeting space, and to appropriately adjust the group room rates and special considerations outlined in this Contract.

ROOM BLOCK

Day	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
Date	10/18/20	10/19/20	10/20/20	10/21/20	10/22/20	10/23/20	10/24/20	
ROH	10	95	135	295	310	115	10	1105
Staff Rooms	10	10	10	10	10	10	-	60
One-Bedroom Balcony Suites	-	5	5	5	5	-	-	20
Total Rooms	20	110	150	310	325	125	10	1,050

Total Room Nights: 1,050

The Hotel and the Group agree that the above room block shall be held for the Group at the guest room rates agreed to by the parties in this Contract subject to the terms and conditions of this Contract.

GUEST ROOM RATES

The Hotel confirms the following guest room rates for 2020:

Single Occupancy:	\$	329.00
Double Occupancy:	\$	329.00
Triple Occupancy:	\$	354.00
Quadruple Occupancy:	\$	379.00
Regency Club:	\$	429.00 single occupancy
Staff		
(as noted in grid above):	\$	164.50
One-Bedroom		
Balcony Suites	\$	\$479.00, upon availability at time of request

RATE INFORMATION

All suite prices are quoted with one bedroom. These rates are subject to the applicable state, local and any occupancy taxes in effect at the time of the Group's meeting. These taxes are currently 16.25% and \$1.00 tourism assessment per room night occupied.

If Group's pickup is not a cause for Hotel to offer a rate lower than the contracted group rate (Group must have contracted 50% or more of Hotel's total inventory), Hotel agrees that the Group will be guaranteed the lowest rate in-house over the meeting dates. Exceptions include negotiated volume corporate business and/or government accounts, airline crew rooms and other similar agreements. This guarantee applies to rates made available to the general public, either through the Hotel reservation department, 800 reservation service, or any online distribution channel, other than online channels where a customer cannot choose the hotel or brand, i.e. Priceline. Should a lower rate be discovered before cut-off, the Hotel agrees to either 1) offer that lower rate to any of the Group's attendees who meet the booking restrictions of the lower rate or 2) remove the lower rate from all distribution channels.

COMMISSION

Room revenue is commissionable at ten percent (10%) to Experient Inc. (Experient™). Hotel agrees that the commission paid by Hotel to Experient for booking this meeting, as authorized agent of record, will not be reflected or passed on to the Group in the form of higher room rates charged. Hotel and Group further agree that commissionability for the booking of this meeting is noncancelable and nontransferable to another party.

GUEST ROOM MINIMUM

Attrition

Should the Group not use and pay for at least 75% of the final adjusted room block ("Minimum Commitment") that has been mutually agreed upon in writing [at 180 days prior to arrival], the Group shall pay the Hotel an attrition charge as liquidated damages, not a penalty, calculated as follows:

1. Determine the **Minimum Commitment** by multiplying the number of rooms blocked per night by 75%, then subtract actual Group pickup including miscoded and relocated rooms.
2. Determine the number of **Unsold Rooms Available for Sale** in the Hotel by subtracting out of order rooms from total inventory, then subtract total occupancy, including Group rooms.
3. For each night, Group will pay the sum of the amount equal to [the lost profit on the rooms revenue: 75% of] Group's single rate times either the **Minimum Commitment** or **Unsold Rooms Available for Sale** for the night, whichever is lower.

If Group exceeds the room block on any night, those room nights will be credited to night(s) where the minimum commitment is not met. Prior to the billing for the attrition charge, Hotel must submit to Group a copy of the city ledger or daily occupancy report documenting that the rooms were not resold and were available for sale. Hotel agrees that after receipt of this attrition charge it will not seek additional performance damages.

RESERVATION METHOD AND INFORMATION

Check any that may apply: (Double-click on check box, select "Checked," then OK.)

Rooming List <input checked="" type="checkbox"/>	Individual Call-in* <input checked="" type="checkbox"/>	Experient Housing <input type="checkbox"/>	Own Form* <input type="checkbox"/>	Housing Bureau <input type="checkbox"/>	Passkey by Hotel <input type="checkbox"/>
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*Individuals may make reservations directly with the Hotel by call-ins, reservation card or form, via the Internet, or other channels available to groups.

Hotel agrees to send, at no charge, confirmation of reservations and/or reservation changes to the registered guests within seven days of receipt of such information.

The room block and reservation procedures will be available through all of Hyatt's normal distribution channels.

Requests for room assignments may also be made by calling Hotel's toll-free number 1-800- 233-1234.

If the Group uses its own form, the Hotel must review the reservation form prior to mailing to Group's members. This will allow us the opportunity to review for completeness and accuracy.

At the Group's request, Hotel's in-house guest list will be compared with Group's registration list. Any guest room occupied by an individual on Group's registration list, but not coded to Group within Hotel's system, will be credited to Group's pickup. Furthermore, these rooms will be commissionable to Experient as long as the reservation was made through the Group's official housing service, Hyatt.com or other standard Hyatt distribution channels, i.e., 800#. Hotel will not commission rooms already commissionable to another third party or through another third-party merchant model such as Expedia, Hotels.com, etc. Hotel may either compare lists along with a representative of the Group or permit an Experient and/or Group representative to do so independently. The Group and Experient agree to maintain the confidentiality of such list.

CHECK-IN/CHECK-OUT

Individual check-in prior to Hotel's published check-in times is subject to availability.

Check-in Time 4:00pm

Check-out Time 12:00pm

DISHONORED RESERVATIONS

If the Hotel is unable to provide a room to a Group attendee holding a confirmed reservation, Hotel will, at its own expense, provide comparable accommodations and transportation to and from the substitute hotel for each day during which Hotel cannot provide the room. Additionally the Hotel will provide two complimentary five minute phone calls. Upon return to the Hotel, Hotel will provide a note of apology and every attempt will be made to place the guest in an upgraded accommodation. The Hotel will credit the Group for all room nights and room revenue from Dishonored Reservations for purposes of calculating any material term of this Contract such as room block performance or earned concessions.

CUTOFF DATE

All individual reservations and/or rooming lists must be received at the Hotel on or before the cutoff date of September 25, 2020. Any reservations which are not received on or before the cutoff date will be accepted by the Hotel on a space available basis at the best available rate at the time of reservation and will be credited to the Group's guest room pickup.

Hotel will extend the group rate three days before and three days after Group's room block dates, on a space availability basis.

COMPLIMENTARY ROOMS

The Hotel agrees to provide the Group with one complimentary room per every 40 revenue producing units occupied on a cumulative basis. This shall be computed by adding together the total paid room usage and dividing by 40. These credits for units may be applied as follows:

Room Type	Units Applied
ROH (Run of House)	1 Unit per day
Regency Club	2 Units per day
ONE BEDROOM BALCONY Suites	3 Units per day

Complimentary room units may be used as credit to the master account at the Group's single rate and/or complimentary rooms units may be assigned, at the option of the Group.

CONCESSIONS

In the event that the Group actualizes a minimum of 80 percent (80%) of the aforementioned room block, the Hotel, as a special consideration to the Group, will provide:

- 10 Staff Rooms at \$164.50 s/d, net non-commissionable (see grid)
- 5 Regency Club Access Passes for up to 5 nights each
- 5 One-Bedroom Balcony Suites at Group Rate (see grid)
- Complimentary onsite Fitness Center
- Complimentary WiFi in all Guest Rooms
- 20% off basic meeting room WiFi
- 2 Complimentary Room Nights for Site Inspection or Planning Visit on mutually agreeable dates
- Complimentary Box Handling for Group Materials (excludes all vendor and exhibit materials which are currently \$20 per box or drayage company required depending on number of exhibits)
- 2% net rooms rebate to the master bill
- Complimentary staff room with High Speed Internet for up to 10 devices at no charge.
- Group reserves the right to choose their own AV provider at no additional fee. Labor must be contracted throughout appropriate labor unions.
- 50% discount on all pre-packaged individual snacks and nonalcoholic beverages in staff office
- Hotel will provide group with two complimentary audits pre program and one post.

Itemize changed concessions

If less than 80% of the room block is picked up:

- Staff Rooms will be charged at Group Rate

ADDITIONAL CONCESSIONS

Hotel will provide the following additional concessions:

The Experient representative(s) will receive, over and above any other concessions in this Contract, one complimentary room for up to 3 nights.

Hotel will provide one active complimentary house phone that has outside call capability. Group will pay for all outgoing calls at prevailing Hotel rates.

There will be no charge for pencils, pads, and pens provided by Hotel in function rooms that are not set theater style.

Hotel will provide complimentary easels outside of function room and in hallways or foyers for signage placement, not to exceed Hotel's inventory.

There will be no charge for receiving and handling of the Group's registration and meeting materials (excludes vendor and exhibit materials).

DEPOSITS

A deposit equal to one night's stay for each of the confirmed rooms will be due from individuals attending the meeting/event 14 days after room is confirmed by the Hotel but no later than the cutoff date specified above. All deposits for individual room reservations are fully refundable if a room is canceled three days or more prior to arrival date. Personal checks, money orders or a valid American Express, Diners Club, Visa or Mastercard number and expiration date will be needed for the deposit. Name changes to room reservations may be made prior to arrival at no charge.

PAYMENT PROCEDURE

Check all that apply. (Double-click on check box, select "Checked," then OK.)

Master Account includes	Room and Tax <input type="checkbox"/>	Incidentals <input type="checkbox"/>	Group Functions <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
Individuals pay	Room and Tax <input checked="" type="checkbox"/>	Incidentals <input checked="" type="checkbox"/>		

CREDIT ARRANGEMENTS

In the event that the Group wishes to set up direct billing for the Master Account, a credit application must be completed and returned no later than four months prior to arrival in order to be processed for approval. Credit procedures will be provided by the Hotel upon the request of the Group for a credit application.

In the event that credit is not requested or is not approved, payment of 80% of the Group's total estimated Master Account will be due to the Hotel 30 days prior to arrival with the balance due upon departure. If such a deposit is required, it is considered to be a material term of this Contract.

If credit is approved, undisputed amounts invoiced but not paid within thirty days of the date of receipt of invoice will be assessed an interest charge equal to 1.5% per month or the maximum allowed by state law.

PROGRAM OF EVENTS

The Hotel is currently holding function space based on the following Program of Events:
(See attached Program of Event which must be signed to be made part of fully executed Contract)

FUNCTION SPACE ARRANGEMENTS

A tentative program is required 12 months prior to your meeting with a final program submitted six months prior.

Meeting room rental for this program is waived with F&B spend of \$200,000 excluding tax, service charge and labor. (All fees for meeting and function space are subject to applicable taxes.)

There will be no meeting room rental, set-up or labor charges other than those, if any, specified herein for standard meeting room sets.

The Group agrees to promptly notify the Hotel of any changes in its function or meeting space requirements. All fees for meeting and function space are subject to applicable taxes.

This booking by Group is based upon Hotel's agreement to provide the specific function space assignments and/or minimum square footage and ceiling height requirements specified in this Contract. No changes will be made to function space assignments without the written consent of both parties.

OWASP is the only name having to do with this meeting that is permitted to appear on Hotel reader board, marquee, portfolio, and any invoices. Experient is not the client and its name cannot appear on any of these documents or displays.

A complete line of audiovisual equipment is available through the Hotel. To ensure availability of equipment, all orders must be received three days prior to each function. Estimated costs will be provided by the Hotel's on site audio/visual company at the time the equipment needs are submitted. Arrangements will be made with third parties for items that the Hotel cannot supply.

USE OF OUTSIDE SUPPLIERS

Group reserves the right to utilize the supplier of its choice for services or rentals except in the areas of catering, Meeting Space Internet, Rigging, and Electrical Services.

If Group chooses, and Hotel allows Group to use an outside supplier, Group will require that the outside supplier indemnify Hotel from any liability arising out of that supplier's use of the Hotel facility and provide proof of insurance to the Hotel.

CATERING

All Food and Beverage arrangements must be made through the Hotel. Licensing restrictions require that only Hyatt purchased food and beverage can be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

Menu pricing will be guaranteed six months prior to Group's arrival. Where food and beverage functions have been scheduled, the number of people indicated to attend will be considered the final guarantee, not subject to reduction and charges will be made accordingly, unless the Hotel is notified no later than two working days in advance. The Hotel will set and be prepared to serve 5% over this guarantee.

Waitstaff at all meal functions: there will be at least one wait person for every:

Sit-Down or Plated Meal

25 guests at breakfast

20 guests at lunch/dinner

Buffet Meal

40 guests at breakfast

30 guests at lunch/dinner

There will be no extra service or labor charges for these service ratios.

At all functions catered by Hotel where alcohol is served, there will be no less than one bartender for every 75 people for hosted bars and one bartender for every 100 people for cash bars, and there will be no bartender or server fees. Hotel shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages.

Hotel will supply an inventory sheet of all chargeable beverages to the Experient representative before each cocktail function. Experient will supply the pour tops for liquor and conduct an opening and closing inventory.

If a minimum of 25 meals are not purchased for a sit-down meal function, there will be a service fee of \$200.00. There will be no other special labor or service fee(s) for any Group food and/or beverage functions.

If the Hotel offers a full service off-premises catering operation to service events held at major locations, the Group agrees to provide the Hotel with an option to bid on catering services at any off-premise event sponsored by the Group during or in conjunction with the Group's meeting.

Food and Beverage Performance

Hotel is relying on, and Group agrees to provide, a minimum of \$200,000 (80% of the total anticipated banquet food and beverage revenue) in food and beverage revenue, exclusive of tax and service charges. If Group's total actual food and beverage revenue slips below this amount, Group agrees to pay the lost profit on the food and beverage revenue: 40% of the difference between the agreed minimum and the actual total food and beverage revenue. The Hotel and Group agree (a) that the above formula is a reasonable estimate of the Hotel's damage in the event the minimum set forth in this section is not met and (b) that the liquidated damages set forth in this section do not constitute a penalty.

EXHIBITOR CLAUSE

The Hotel requires that the Group provide to Hotel a fully completed data sheet for each Exhibitor that rents a booth for its event. The Group is responsible for submitting to Hotel by August 21, 2020, a summary of its requirements for the exhibit area that shall include the number of exhibits, the floor load and square footage requirements for each booth and total for the exhibit hall.

The current exhibit hall rental is waived with F&B minimum spend of \$200,000. Definite rental will be set one year prior to the commencement date of Group's convention. This rate will be based on a minimum guarantee of 80% of the booths estimated in this Contract. All booths are subject to prevailing state and local taxes. Currently these equal 8.5%.

Exhibit Rental includes:

1. set-up and dismantle days
2. general lighting
3. standard heating and/or air conditioning.
4. daily maintenance and vacuuming of aisles

Exhibit Rental does not include:

1. drayage
2. decoration
3. labor
4. guard/security service
5. cleaning or janitorial services in individual booths

SETUP: **Wednesday 8:00 AM October 21, 2020**

SHOW DATES: **Thursday, October 22 – Friday, October 23, 2020**

DISMANTLE: **Friday 5 PM – 8 PM October 23, 2020**

FLOOR PLANS: Floor Plans must be approved by the Fire Prevention Bureau. Copies must be sent to the Exhibit Hall Manager before August 21, 2020 to insure final printing, and shall be submitted prior to the sale of exhibit booths to prospective exhibitors.

LIABILITY: Group is responsible for submitting an executed release of liability from each Exhibitor or its third party representative in charge of providing installation and dismantling services prior to setup. The release must include the following language:

Exhibitor shall be fully responsible to pay for any and all damage to property owned by Hyatt Regency San Francisco, its owners or managers that results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless, Hyatt Regency San Francisco, Sunstone EC5, OWASP, and their owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property. Exhibitor's liability shall include all losses, costs, damages, or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of the Exhibitor's occupancy and use of the exhibition premises, the Hotel or any part thereof.

CANCELLATION

Group agrees that it has no right to cancel this Contract for the purpose of changing its meeting site to another city or location. However, if Group cancels this Contract anytime after confirmation for reasons other than those specified herein, the Group shall pay a cancellation charge to the Hotel based upon the following scale:

<i>Date of Cancellation</i>	<i>Cancellation Charge: % of Total Room Revenue [<u>Profit</u>]</i>
Date of signing to <u>180</u> days prior	<u>50%</u> *
From <u>179</u> days to <u>0</u> days prior	<u>100%</u> *

*European Plan (EP) room revenue [profit: 75% of] Group's single room rate, less rooms resold and less rooms unavailable for sale

The cancellation charge will be calculated by using the specified number of days from the time the Group cancels prior to the major arrival date, according to the following formula:

1. Determine the **Maximum Cancellation Charge** by multiplying the number of rooms blocked per night by the applicable percentage in the scale.
2. Determine the number of **Unsold Rooms Available for Sale** in the Hotel by subtracting out of order rooms and total occupancy from Hotel's total inventory.
3. For each night, Group will pay the sum of the amount equal to [the lost profit on the rooms revenue: 75% of] Group's single rate times either the **Maximum Cancellation Charge** or **Unsold Rooms Available for Sale** for the night, whichever is lower.

The cancellation charge will be considered liquidated damages, not a penalty, and Group will only be charged for rooms that are not resold and remain available for sale. Prior to the billing for the cancellation charge, Hotel must submit to Group a copy of the city ledger or daily occupancy report documenting that the rooms were not resold and were available for sale. Hotel agrees that after receipt of the cancellation charge it will not seek additional cancellation damages.

GUEST ROOM AUDIT

Group or Experient can request a room audit, at no cost, for purposes of determining accurate pick up and room block performance. At Group's or Experient's request, Hotel will compare its in-house guest list with Group's registration or housing list or permit a representative of Experient or Group to participate in an in-person meeting with Hotel to determine whether any person on Experient's meeting registration list booked a room outside of the Room Block ("Guest Room Audit"). Any guestroom occupied by an individual on the Group's registration list, but not coded to the Group within the Hotel's system, will be credited to the Group's pickup. The Group agrees to maintain the confidentiality of any information learned during the Guest Room Audit about the Hotel's guests. Group will indemnify, defend, and hold harmless the Hotel from any claims arising out of the Group's failure to maintain confidentiality.

FINAL PICK UP ROOM AUDIT REPORTING

Hotel agrees to complete the Experient reporting template with room block revenue, room block audit results and final room pickup data within ten (10) business days of the Group's departure. This information is required for timely and accurate billing. Documentation that confirms reservation booking source or commission status of group rooms will be provided to Experient upon request. The Hotel and Experient agree to maintain the confidentiality of any information about rate, commission status and booking source disclosed during final pick-up and room audit reporting.

RIGHTS OF TERMINATION FOR CAUSE

Except as otherwise provided in the Contract, neither party shall have the right to terminate its obligations under this Contract. This Contract is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The performance of this Contract by either party, in part or in full, is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes (exception: Hotel may not terminate this Contract for situations involving the Hotel's employees), civil disorder, curtailment in transportation facilities, or any other emergency beyond the control of either party making it illegal, or impossible to provide the facilities or to hold the meeting. This Contract may be terminated without a cancellation charge, or partially performed without a performance or attrition charge, for any of the above reasons by written notice from one party to the other.
- b. Hotel shall promptly notify Group of any material nonemergency construction or remodeling to be performed in the Hotel immediately prior to or over the meeting dates and Hotel agrees that any such occurrence shall not interfere in any way with Group's use of the Hotel. Should construction or remodeling be mutually determined to interfere with Group's meeting, Group will be considered to have cause to terminate this Contract without liability with written notice to Hotel as long as such notice is taken within 30 days of Group's receipt of notice of unacceptable construction or remodeling.
- c. In the event that either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings prior to the date of the Group's meeting, the other party shall have the right to terminate this Contract without liability upon written notice to the other.

d. The Hotel shall promptly notify the Group if there is a change in the management company, which operates the Hotel prior to the meeting, and Group shall have the right to terminate this Contract without liability upon written notice to the Hotel.

e. Hotel agrees that it will not book any groups that are in direct competition with Group [,most specifically,] during the same or overlapping period of time. Hotel will be given enough information to understand the needs and objectives of Group, and will be responsible for communicating to Group the existence of a booking which is in direct conflict with the activities, products, or objectives of Group. The Hotel also agrees to discuss with Group any potential bookings that are similar in nature to Group, to ensure the utmost confidentiality of its meeting. Hotel guarantees that should such a conflicting booking occur, Group has the right to terminate this Contract without liability as long as such notice is taken within 30 days of Group's receipt of notice of a conflicting booking.

The phrase "without liability" wherever used in this Contract shall be deemed to include a refund by the Hotel of all deposits and prepayments. Such refund shall be made within ten days of the notice of termination.

PEST INFESTATIONS

Hotel shall disclose to Group any significant instances of pest infestations on Hotel premises within the prior eighteen (18) months of the date the Agreement is executed and continuing thereafter until conclusion of the Group's event at Hotel.

In the event that Group determines in good faith that the pest infestations is likely to materially affect attendance at Group event or use of Hotel sleeping rooms, Group may, in its discretion, cancel this Agreement without penalty (with any sums or deposits remitted by Group returned), elect that Group will be excused from all sleeping room attrition clauses set forth elsewhere in this Agreement, or accept action plans proposed by Hotel to prevent adverse effects of pest infestations.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold harmless Group from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from the negligence or misconduct of Hotel pursuant to the performance of its obligations under this Agreement. Hotel also agrees to defend, indemnify and hold harmless Group from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the negligence or misconduct of Hotel pursuant to the performance of this Agreement,.

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees, arising out of or resulting from the negligence or misconduct of Group or any outside suppliers hired or engaged by the Group in connection with the performance of Group's obligations under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the negligence or misconduct of Group pursuant to the performance of this Agreement.

AMERICANS WITH DISABILITIES ACT

Compliance by the Hotel - The Hotel shall be responsible for complying with the public accommodations requirements of the Americans with Disabilities Act ("ADA") not otherwise allocated to the Group in this Contract, including: (i) the "readily achievable" removal of physical barriers to access to the meeting rooms, sleeping rooms, and common areas (e.g., restaurants, rest rooms, and public telephones); (ii) the provision of auxiliary aids and services where necessary to ensure that no disabled individual is treated differently by the Hotel than other individuals; and (iii) the modification of the Hotel's policies, practices, and procedures applicable to all guests and/or groups as necessary to provide goods and services to disabled individuals (e.g., emergency procedures and policy of holding accessible rooms for hearing and mobility impaired open for disabled individuals until all remaining rooms are occupied). Any extraordinary costs or special auxiliary aids requested by the Group, not by an individual attendee, shall be paid for by the Group provided the Hotel notifies the Group of such costs in writing.

Compliance by the Group - The Group shall be responsible for complying with the following public accommodations requirements of ADA: (i) the "readily achievable" removal of physical barriers within the meeting rooms utilized by the Group which the Group would otherwise create (e.g., set-up of exhibits in an accessible manner) and not controlled or mandated by the Hotel; (ii) the provision of auxiliary aids and services where necessary to ensure effective communication of the Group's program of disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) the modification of the Group's policies, practices and procedures applicable to participants as required to enable disabled individuals to participate equally in the program.

Mutual Cooperation in Identifying Special Needs - The Group shall identify in advance any special needs of disabled registrants, faculty and guests requiring accommodation by the Hotel and will notify the Hotel of such needs for accommodation in writing as soon as they are identified to the Group. Whenever possible, the Group shall copy the Hotel on correspondence with attendees who indicate special needs as covered by ADA. The Hotel shall notify the Group of requests for accommodation which it may receive otherwise than through the Group to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA. Hotel and Group will each indemnify and hold the other harmless from any liability arising from ADA violations by the indemnifying party.

INSURANCE

Group and Hotel are required to insure their obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

CHARGES ADDED AFTER CONTRACT EXECUTION

Group and/or the individual Group attendees will not be liable for any additional charges such as energy surcharges, resort fees, or any other charges that are added to the individual or Group guest room folio ("charges") other than those specified in this Contract unless Group agrees to such charges in writing or unless such charges are in the form of an additional tax, city ordinance or state or federal law.

HYATT PRIVACY POLICY

Hotel complies with the Global Privacy Policy for Guests which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). Group acknowledges that it has read the Hyatt privacy policy at <http://privacy.hyatt.com> and that Group shall obtain the consent of its event attendees to disclose attendee personal information to Hotel for purposes as set forth in this Contract. Further, Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Contract or a breach thereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in a neutral state (to be decided) that has a Hyatt hotel. Arbitration will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. The parties agree that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

ENTIRE AGREEMENT

This Contract plus any attachments contains all of the terms, conditions, benefits and liabilities agreed upon by the parties with respect to the subject matter of this Contract and supersedes any previous communications between the parties, whether written or oral.

NOTICE; CHANGES.

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Contract will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Contract at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this Contract and shall be deemed delivered upon receipt.

ENFORCEABILITY

If any provision of the Contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

WAIVER

If one party agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of **California**. If any provision of the Contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

BINDING AGREEMENT

When signed by representatives of both parties, this Contract constitutes a binding agreement between the Group and the Hotel.

The Hotel may require ancillary terms under this Contract, such as Hotel Information Sheet, Policy and Procedures and Banquet Event Orders. If there is any conflict between such terms and the terms of this Contract, the terms of this Contract shall prevail, unless an addendum to this Contract stating otherwise is signed by both parties.

This Contract may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space for 72 hours provided that the Hotel receives the signed Contract with the original signature by mail without any further changes postmarked within 72 hours of the date shown on the facsimile signature page.

By the Group's Authorized Representative

By:

Name:

E-Signed : 08/30/2019 12:18 PM PDT

Mike Mccamon

Title:

mike.mccamon@owasp.com
IP: 136.33.19.45

Sertifi Electronic Signature

DocID: 20190830111154715

Signature: _____

Date: _____

By the Hotel's Authorized Representative

By:

Name:

E-Signed : 08/30/2019 12:18 PM PDT

Andrea Comings

Title:

andrea.comings@hyatt.com
IP: 165.225.50.165

Sertifi Electronic Signature

DocID: 20190830111154715

Signature: _____

Date: _____

HOTEL INFORMATION SHEET

The following information discloses our current hotel policies. Not all policies may apply to the Group and may be superseded by concessions listed in the above sections.

CHECK-IN/CHECK-OUT

The hotel's check-in time is 4:00PM. Room assignments prior to that time are on a "space availability" basis only. The hotel's check-out time is 12:00 Noon. Any attendees staying in their rooms beyond check-out time without Hyatt Regency's authorization will be charged for an additional room night at the best available rate. Late check-out is provided based on availability through authorization from our Front Desk.

EARLY DEPARTURE

Please note that if there are any changes to the confirmed departure date after check-in, an Early Departure fee will apply equal to one night's Room and Tax.

CANCELLATION / NO SHOW PENALTIES

Please cancel by 3pm PST 72 hours prior to arrival to avoid a one night room and tax penalty.

GUESTROOM RESERVATIONS OUTSIDE OF THE GROUP BLOCK

Should an individual secure a guestroom outside of the room block, the individual will abide by hotel policies for the specific reservation type. The group will receive pick up credit for reservations outside of the block; however, the Hotel will not refund, make cancel exceptions, adjust room rate or make any other adjustment outside of the reservation guidelines shared with and accepted by the guest at the time the individual made the reservation.

FOOD AND BEVERAGE

All banquet food and beverage arrangements must be made through the Hotel. Only food and beverage purchased from Hyatt may be served on Hotel property. The Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

PARKING

Hyatt Regency San Francisco has parking available to our overnight guests for a current charge of \$70.68 (inclusive with tax) per day. In and out privileges are available to those who bill their parking charges to their guest room.

Alternate parking options: Clay Street – Currently \$34.00 a day.

Bay Area Rapid Transit (BART) connects San Francisco Airport to Downtown San Francisco for \$9.65 (currently) each way. *Hyatt Regency San Francisco located steps away from the Embarcadero BART Station.

SECURITY

The Group acknowledges that Hyatt Regency San Francisco cannot be responsible for the safekeeping of equipment, supplies, written material or any other valuable items left in function rooms by the meeting's attendees. Accordingly, the Group acknowledges that it will be responsible to provide security for any such above mentioned items and hereby assumes the responsibility of loss thereof.

SHIPPING OF PACKAGES

The Hyatt Regency San Francisco will only accept prepaid packages. Any packages delivered C.O.D. will be refused by the hotel and no notification will be made by the hotel to the shipper. All packages must contain a label giving the following information:

1. Return address
2. Name of Group associated with
3. Meeting room and date
4. Group contact (Convention Services Manager)
5. Name of person that will claim package
6. Date of that person's arrival

Due to lack of storage space, all packages should be sent to arrive no more than three days prior to function dates. There is a \$20.00 handling, storage charge per box each way for affiliate and exhibitors. This charge is not applicable to packages for the official group.

It is the Group's responsibility to check on the arrival of any packages and to check to ensure that the contents are intact. The Hyatt Regency San Francisco accepts no liability for lost, stolen or damaged goods.

All packages for Exhibitors should be delivered to the Conference's designated Drayage Company.

ADVERTISING

Neither the Group nor the Hotel will use the name, trademark, logo, or other proprietary designation of the other party in any advertising or promotional materials without the prior written approval of such party. The Group's requests for any Hotel advertising materials should be directed to the Hotel contact listed on the front page of this contract.

GUEST ROOM HOSPITALITY EVENTS

Guest rooms and guest suites are the private domain of the registered occupant(s) for the time reserved, and those occupants are entitled to reasonable and normal use therein. In the event of planned group activities in the guest room areas, guests are required to obtain advance Hotel approval, and all group food and beverage services must be coordinated through and/or provided by Hotel services. Should such group activities (not coordinated through Hotel) come to the Hotel's attention, Hotel will evaluate group activities for possible charges, and client will be responsible for assistance in such situations.

PROMOTIONAL MATERIALS

Nothing should be posted on, nailed, screwed, or otherwise attached to columns, walls, floors, or other parts of the building or furniture. Distribution of promotional gummed stickers or labels is strictly prohibited. Anything in connection, therewith, necessary or proper for the protection of the building, equipment, or furniture will be at the expense of the Group. For your convenience, the Hotel has strategically located daily monitors displaying meeting information and will provide a reasonable quantity of easels for the Group's signage. The Hotel requests that all signage be limited to the meeting and exhibit levels, and requires that all signage intended for display in public areas of the Hotel be professionally printed.

IN-HOUSE EQUIPMENT

All arrangements for required service and equipment will be coordinated by the Convention Services Department. The Hyatt Regency San Francisco will provide at no charge a reasonable amount of meeting room equipment i.e. chairs, tables, whiteboards, lecterns, etc. This complimentary arrangement does not include special set-ups or a format that would exhaust our available in-house equipment to the point of having to rent an additional supply to accommodate your needs. If such is the case, we will present two alternatives: the rental cost to your group for additional equipment or the change of the set-ups to avoid extra rental.

ELECTRICAL

Installation and usage of electrical services and special telephone lines will be incurred at Group expense. All requirements must be directed in writing to hotel Convention Services Department at least one (1) month in advance of the meeting to ensure adequate time for installation orders to be processed. Exclusively, Freeman provides electrical services, and no other outside vendors may be contracted to provide electrical service.

AUDIO-VISUAL

Encore Event Technologies is the preferred on-site audio-visual company to handle your audio-visual requirements. Encore Event Technologies will provide estimated costs at the time the equipment needs are submitted. Encore Event Technologies is responsible for maintenance and proper use of the Hotel's built-in house system; therefore, Encore Event Technologies must review all requests and requirements in advance. Arrangements may be made with third parties with advance notice provided to Hotel and Encore Event Technologies.

Any special need for an outside audio-visual contractor will result in additional charges to Group if such services are required; including, but not limited to: security, equipment storage, hook-ups, patches, etc. In addition, the selected Audio-Visual Provider must adhere to the following procedures:

STAFFING & LABOR RATES

1. A liaison from Encore must be contacted no less than two (2) weeks in advance to monitor the usage of the hotel audio-visual equipment (Audio Systems and Lighting Systems) including load-in and load-out. Current labor rates are available from Encore, starting at **\$125.00 per hour**.
2. All companies planning to provide audio-visual equipment or services (including audio, lighting, projection, video, and decorators using any of the above) must contract through **Local Union 16** for any and all labor needs.
3. Scissor lifts may not be operated on Hotel property without proof of training in accordance with OSHA standards. Encore staff and Local 16 staff are certified, and can be hired to operate scissor lifts.
4. All technicians must be clean and professionally attired.
5. Electricity needs beyond the 110 voltage outlined above will be billed at the prevailing rate. To ensure timely installation, electrical requirements should be ordered and confirmed no less than two weeks prior to load-in.

INSURANCE

Please present your Catering and Convention Services Manager with a certificate of insurance seven days prior to the arrival outside of contractor, evidencing \$2,000,000 of commercial general liability insurance, naming Hyatt Corporation, Sunstone EC5 Lessee, Inc. and Sunstone EC5, LLC as additional insured with regard to the activities of outside contractor.

Certificate holder must indicate: Hyatt Regency San Francisco.

A Certificate of Worker's Compensation Policy must be on file to hold the Hyatt Regency San Francisco harmless should an accident occur to one of the Audio-Visual employees while on property.

The vendor must submit a security deposit of \$1,000 to the Hotel no less than two weeks prior to load-in to protect the Hotel from any damages that may be incurred during the movement and/or operation of any audio-visual equipment. Any charges incurred while on property will be deducted from this deposit. Any unused balance will be refunded.

STORAGE / CLEANING / SECURITY

1. Storage space is the sole responsibility of the audio-visual company. Hyatt Regency San Francisco is not obligated to provide such space. If meeting space is available for storage, the audio-visual vendor may reserve such space at prevailing rental rates.
2. No equipment or cases are to remain in the "back of the house" areas at any time. Any empty cases are to be removed from the Hotel and brought back for load-out.
3. Client is responsible for their vendor leaving the Hotel facility in the condition as it was given to them. This includes disposal of all trash, props, cardboard, plastic, etc. If a dumpster is required, it needs to be dropped off and picked up on the same day. The outside company will incur all miscellaneous charges. All floor surfaces must be covered with protective covering during all load-ins and load-outs. Cleaning fees starting at \$100 will apply for any additional clean up required.
4. Hyatt cannot be responsible for the safekeeping of equipment, supplies, written materials or any other items left in function rooms by the group or its attendees. Accordingly, the group acknowledges that it will be responsible to provide security for any such above-mentioned items, and hereby assumes responsibility of loss thereof.

(This Hotel and Information Sheet is effective as of August 29, 2019~~August 20, 2019~~.)

