



PARK HYATT BEAVER CREEK RESORT
PO BOX 1595
AVON, CO, 81620-, US
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GROUP SALES AGREEMENT

Date Prepared: May 6, 2019

Group Contact: Tahira Endean, CMP, CED

Title: Head of Events

Organization: SITE global

Address: 330 N WABASH AVE STE 2000
CHICAGO, IL
US 60611-7621

Telephone: 604 837 5658

Email: tendean@siteglobal.com

Event Name: SITE INCENTIVE SUMMIT AMERICAS 2020

Official Event Dates: 30-Mar-2020 to 05-Apr-2020

Hotel Sales Manager: THERESA R PATTEN

Title: Sr. Sales Manager

Telephone: (970) 827-6796

Email: theresa.patten@hyatt.com

SITE global ("Group") and Ashford TRS BC LLC, a Delaware limited liability company d/b/a PARK HYATT BEAVER CREEK RESORT ("Hotel") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until 10 MAY 2019. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by 10 MAY 2019, Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.

AGREEMENT APPROVAL & ROUTING FORM

CORPORATE GROUP/INDIVIDUAL: SITE global

DATE OF STAY/EVENT: 30-Mar-2020 to 05-Apr-2020

NUMBER OF ROOMS/GUESTS: 363

STANDARD CONTRACT: ☒ Y ☐ N ☐

IF CONTRACT IS NOT STANDARD, DESCRIBE UNIQUE TERMS:

SIGNIFICANT PRICING AND DISCOUNTS:

- Hotel will provide a total of (8) complimentary spa treatments, not to exceed 50 minutes per day, during the peak event dates of April 2 – 4, 2020, to the group to designate as needed. Additional treatments will be offered to all attendees at a 35% discount for treatments of 50 minutes or longer during the program dates
- Hotel will provide complimentary ~~AV package in the General Session Room/Auction Room to include (2) screens, appropriate sound, hung projector (1). Additional AV needs will be offered at a 20% discount providing in-house AV company is sole provider of audio visual needs.~~
- Hotel agrees to provide complimentary room drops on a nightly basis at no charge. Some rooms will be personalized.
- Complimentary high-speed wireless internet in meeting rooms, public space and sleeping rooms
- WAIVED Resort fee from the standard \$50/room/night
- (5) Five complimentary rooms each night for up to (3) nights each for site inspection/preplanning visit (15 total room nights) for a mutually agreed date between group and hotel
- Complimentary box storage for up to (6) six days prior to arrival
- Complimentary box receipt and handling
- Complimentary easels for sponsor signs at each event
- Waived meeting room rental
- Complimentary printer to be supplied by hotel in group office
- Hotel to host complimentary welcome snack and beverage at registration, Chef's selection
- Hotel to host provide opening reception and premium bar complimentary
- Hotel to host complimentary breakfast for 100 attendees on Friday and Saturday morning, Chef's selection
- Hotel to host complimentary breakfast buffet for 100 attendees on Sunday, Chef's selection
- Hotel to host complimentary Apres Ski reception with premium bar on Saturday, Chef's selection
- Hotel to host complimentary Closing Dinner with premium bar on Saturday, Chef's selection
- ~~Hotel to host complimentary Sunday Breakfast Buffet, Chef's selection~~

SPECIAL REQUIREMENTS: Hyatt and Beaver Creek is primary sponsor of this hosted buyer show

APPROVALS:

Approved By: 

Title:

Date: 4/25/19

GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT

The table below sets forth the total number of guest rooms set aside by Hotel for Group's use during the Official Event Dates ("Guest Room Block") together with the associated daily contracted guest room revenue ("Contracted Guest Room Revenue Commitment"), and Group's daily Guest Room Revenue Minimum (as defined herein).

Date	Day	Run of House	Daily Contracted Guest Room Block	Daily Contracted Guest Room Revenue Commitment	Daily Contracted Guest Room Revenue Minimum
30 Mar 2020	Monday	6	6	\$ 1,314.00	\$ 1,095.00
31 Mar 2020	Tuesday	6	6	\$ 1,314.00	\$ 1,095.00
01 Apr 2020	Wednesday	6	6	\$ 1,314.00	\$ 1,095.00
02 Apr 2020	Thursday	115	115	\$ 25,185.00	\$ 20,367.00
03 Apr 2020	Friday	115	115	\$ 25,185.00	\$ 20,367.00
04 Apr 2020	Saturday	115	115	\$ 25,185.00	\$ 20,367.00

Total Contracted Guest Room Block: 363

Total Guest Room Revenue Commitment: \$ 79,497.00

Total Guest Room Revenue Minimum: \$ 64,386.00

GUEST ROOM RATES

Hotel confirms the following Guest Room Rates:

Room Type	Block Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	Group	219.00	219.00	219.00	219.00

The Guest Room Rates are quoted exclusive of any applicable taxes (which are currently 10.71%), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

PRE/POST STAYS

Above rates will be extended to guests wishing to extend their stay for three (3) days before and three (3) days after the guest room block dates. Based on availability.

RESORT SERVICES PROGRAM - WAIVED

The daily resort fee of fifty (\$50.00) plus applicable tax will be **waived** per guest room. The daily amenities provided includes, in-room coffee maker, access to the fitness center, wired and wireless internet in guest rooms and public areas, toll free and local telephone calls, incoming and outgoing faxes, two bottled waters daily, and S'mores Happy Hour (*Resort Services Program subject to change*).

VALET PARKING

The Valet Parking fee of fifty (\$50.00) will be charged daily per guest room.

RESERVATION METHOD

Reservations may be made, modified or canceled by Group's meeting planner or designate, who may enter reservations as they are received using the on-line reservation form provided by Hotel (Hotel will supply a confidential user name and password if the planner does not already have one, the proper use of which is Group's responsibility). Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

Should Group choose not to use the web-based reservation system to provide its rooming list, Hotel will provide the rooming list form to Group. Group must submit the completed rooming list to Hotel on or before the Cut-Off Date specified below.

CUT-OFF DATE

The "Cut-Off Date" is 01 Mar 2020 After the Cut-Off Date, all rooms within Group's contracted Guest Room Block that have not been reserved will be returned to Hotel's general inventory. Reservation requests for rooms within the Guest Room Block received after the Cut-Off Date will be based on availability at Hotel's prevailing rates and will be credited to achieving Group's Contracted Guest Room Revenue Commitment. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Hotel's inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

CONTRACTED GUEST ROOM REVENUE COMMITMENT

By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Daily Contracted Guest Room Revenue and Group is responsible to achieve the Daily Guest Room Revenue Minimum, during each date of the Event, as set forth in the Guest Room Block (plus any applicable taxes, service charges and other fees). Hotel agrees to allow Group to reduce its Daily Contracted Guest Room Revenue by 20 percent per day (referred to as the "Daily Guest Room Revenue Minimum"). Should Group's actualized guest room revenue fall below the Daily Guest Room Revenue Minimum, Group shall pay as liquidated damages the difference between the Daily Guest Room Revenue Minimum and the daily actualized guest room revenue, plus any applicable taxes and service charges, as calculated on a daily basis ("Attrition Charges"). However, on any date Group does not meet its Daily Guest Room Revenue Minimum and Hotel achieves one hundred percent 100% occupancy for that date, the Daily Guest Room Revenue Minimum will be considered fulfilled for that date and no Attrition Charges will be due for that date. Overachievement of the Daily Contracted Guest Room Revenue or the Daily Guest Room Revenue Minimum for any date during the Event may not be applied to any other date during the Event. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account together with any applicable taxes and service charges.

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of its Guest Room Block or fulfilling the Daily Contracted Guest Room Revenue Minimum.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Daily Contracted Guest Room Revenue Commitment set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Contracted Guest Room Revenue Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group's obligations under this Section shall survive completion of this Agreement.

OVERFLOW PROPERTY AGREEMENT

As a consideration to Hotel from Group for the use of the function space, group rate, concessions and courtesy hold; should Group need additional guest rooms over and above the current contracted guest rooms, then Group must review those needs with Hotel prior to contracting with any additional overflow properties. If overflow guest rooms are contracted with another property for any of the Official Event Dates, then Group will be responsible for 98% of the Daily Contracted Guest Room Revenue Commitment for such Official Event Dates, plus applicable taxes (if applicable) and service charges. Should Group's actualized guest room revenue fall below the Daily Contracted Guest Room Revenue Commitment for the applicable Official Event Dates in an overflow situation, then the Group shall pay as liquidated damages the difference between the Daily Contracted Guest Room Revenue Commitment for such Official Event Dates multiplied by 98% of the actualized guest room revenue for such Official Event Dates, plus any applicable taxes (if applicable) and service charges ("Attrition Charges").

MEETING AND EVENT SPACE COMMITMENT

This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group's Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group's Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion. Failure to submit a finalized Program of Events to Hotel by 30 Feb 2020 may result in a release or reassignment by Hotel of the meeting or event space being held for Group. Group agrees to promptly notify Hotel of any changes in its meeting or event space requirements.

Meeting and event space rental for this Event is WAIVED when food and beverage minimum is met (the "Meeting and Event Space Rental Fee"). The Meeting Event Space Rental Fee is subject to taxes and service charges in effect at the time of the Event.

Event Date: Monday, 30-Mar-2020

SITE OFFICE	OFFICE	08:00 AM - 11:59 PM	15	CONFERENCE	GERALD FORD ROOM
STORAGE	STORAGE	08:00 AM - 11:59 PM	5	CONFERENCE	TABOR

Event Date: Tuesday, 31-Mar-2020

SITE OFFICE	OFFICE	08:00 AM - 11:59 PM	15	CONFERENCE	GERALD FORD ROOM
STORAGE	STORAGE	08:00 AM - 11:59 PM	5	CONFERENCE	TABOR

Event Date: Wednesday, 01-Apr-2020

SITE OFFICE	OFFICE	08:00 AM - 11:59 PM	15	CONFERENCE	GERALD FORD ROOM
STORAGE	STORAGE	08:00 AM - 11:59 PM	5	CONFERENCE	TABOR

Event Date: Thursday, 02-Apr-2020

SITE OFFICE	OFFICE	08:00 AM - 11:59 PM	15	CONFERENCE	GERALD FORD ROOM
STORAGE	STORAGE	08:00 AM - 11:59 PM	5	CONFERENCE	TABOR
Breakout 1	BREAK OUT	08:00 AM - 11:59 PM	28	SCHLRM-18 INCH TBLS	MOLLY BROWN
Breakout 2	BREAK OUT	08:00 AM - 11:59 PM	28	SCHLRM-18 INCH TBLS	DEMPSEY
Breakout 3	BREAK OUT	08:00 AM - 11:59 PM	28	SCHLRM-18 INCH TBLS	OURAY
Hospitality Suite	HOSPITALITY	08:00 AM - 08:00 PM	20	EXISTING	RIAL OXFORD SUITE
Setup/Welcome Reception	RECEPTION	10:00 AM - 11:59 PM	100	BANQT RND5 8	CROOKED HEARTH/BILLIARDS/
***GENERAL SESSION - Setup	GENERAL SESSION	02:00 PM - 11:59 PM	125	OTHER	MT. JACKSON/GROUSE MTN.

Event Date: Friday, 03-Apr-2020

Hospitality Desk	HOSPITALITY	07:00 AM - 11:59 PM	20	EXISTING	LIBRARY
SITE OFFICE	OFFICE	08:00 AM - 11:59 PM	15	CONFERENCE	GERALD FORD ROOM
STORAGE	STORAGE	08:00 AM - 11:59 PM	5	CONFERENCE	TABOR
GENERAL SESSION	GENERAL SESSION	08:00 AM - 03:00 PM	125	OTHER	MT. JACKSON/GROUSE MTN.
BREAKFAST	BREAKFAST	08:00 AM - 09:00 AM	125	BANQT RND5 10	MCCOY S PEAK
Breakout 1	BREAK OUT	10:00 AM - 03:00 PM	28	SCHLRM-18 INCH TBLS	MOLLY BROWN
Breakout 2	BREAK OUT	10:00 AM - 03:00 PM	28	SCHLRM-18 INCH TBLS	DEMPSEY
Breakout 3	BREAK OUT	10:00 AM - 03:00 PM	28	SCHLRM-18 INCH TBLS	OURAY
Lunch - Hyatt TBD	LUNCH	12:00 PM - 01:00 PM	100	BANQT RND5 10	MCCOY S PEAK

Event Date: Saturday, 04-Apr-2020

Hospitality Desk	HOSPITALITY	07:00 AM - 11:59 PM	20	EXISTING	LIBRARY
SITE OFFICE	OFFICE	08:00 AM - 11:59 PM	15	CONFERENCE	GERALD FORD ROOM
STORAGE	STORAGE	08:00 AM - 11:59 PM	5	CONFERENCE	TABOR
GENERAL SESSION	GENERAL SESSION	08:00 AM - 11:59 PM	125	OTHER	MT. JACKSON/GROUSE MTN.
BREAKFAST	BREAKFAST	08:00 AM - 09:00 AM	125	BANQT RND5 10	MCCOY S PEAK
Apras	RECEPTION	03:00 PM - 05:00 PM	100	RECEPTION	CROOKED HEARTH/BILLIARDS/
Dinner	DINNER	06:00 PM - 11:59 PM	125	BANQT RND5 10	MT. JACKSON/GROUSE MTN.

Event Date: Sunday, 05-Apr-2020

BREAKFAST	BREAKFAST	06:00 AM - 09:00 AM	125	EXISTING	CROOKED HEARTH/BILLIARDS
STORAGE	STORAGE	08:00 AM - 11:59 PM	5	CONFERENCE	TABOR

FOOD AND BEVERAGE REVENUE COMMITMENT

In order for the Hotel to prepare appropriately for food and beverage events, Group agrees to provide menu choices and number of attendees at least fourteen (14) days prior to the first day of the Event.

Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

SERVICE CHARGES—FOOD AND BEVERAGE

A service charge and applicable taxes that are in effect at the time of the Event shall be added to all food and beverage charges. The current service charge is 25.00%, of which 12.00% is allocated to service personnel who provide services for the Event as a gratuity and 13.00% is retained (and not distributed as a tip or other gratuity) by Hotel

Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel's staff. All service charges will be posted to Group's Master Account.

SPECIAL CONSIDERATIONS

In the event that Group actualizes a minimum of Ninety percent (90%) of its Contracted Guest Room Revenue Commitment, Hotel, as a special consideration to Group, will provide:

- Hotel will provide a total of (8) complimentary spa treatments, not to exceed 50 minutes per day, during the peak event dates of April 2 – 4, 2020, to the group to designate as needed. Additional treatments will be offered to all attendees at a 35% discount for treatments of 50 minutes or longer during the program dates
- Hotel will provide complimentary AV package in the General Session Room/Auction Room.
- Hotel agrees to provide complimentary room drops on a nightly basis at no charge. Some rooms will be personalized.
- Complimentary high-speed wireless internet in meeting rooms, public space and sleeping rooms
- WAIVED Resort fee from the standard \$50/room/night
- (5) Five complimentary rooms each night for up to (3) nights each for site inspection/preplanning visit (15 total room nights) for a mutually agreed date between group and hotel
- Complimentary box storage for up to (6) six days prior to arrival
- Complimentary box receipt and handling
- Complimentary easles for sponsor signs at each event
- Waived meeting room rental
- Complimentary printer to be supplied by hotel in group office
- Hotel to host complimentary welcome snack and beverage at registration, Chef's selection
- Hotel to host provide opening reception and premium bar complimentary
- Hotel to host complimentary breakfast for 100 attendees on Friday and Saturday morning, Chef's selection
- Hotel to host complimentary breakfast buffet for 100 attendees on Sunday, Chef's selection
- Hotel to host complimentary Apres Ski reception with premium bar on Saturday, Chef's selection
- Hotel to host complimentary Closing Dinner with premium bar on Saturday, Chef's selection

If Group fails to meet the minimum of ninety percent (90%) of its Total Guest Room Revenue Commitment, all concessions are subject to re-negotiation.

Special considerations must be assigned as outlined, otherwise they have no value and if not utilized, have no monetary value and cannot be applied as credit to master account.

BILLING ARRANGEMENTS

Payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival in accordance with the deposit schedule below. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due.

Bkng#: 26563243

DEPOSITS

Group shall provide a non-refundable (except as specifically provided herein) deposit payable as set forth in the table below. All deposits will be credited towards any Attrition Charges (defined below) or Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or ACH.

Deposit	Due	Amount
1 of 3	July 30, 2019	\$25,000.00
2 of 3	Oct 30, 2019	\$25,000.00
3 of 3	10 days prior to arrival	Estimated balance of master account

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

From 16-Oct-2019 through the first day of the Event	\$63,598.00 (80% of the aggregate Contracted Guest Room Revenue Commitment)
From 16-May-2019 through 15-Oct-2019	\$55,648.00 (70% of the aggregate Contracted Guest Room Revenue Commitment)
Agreement signing through 15-May-2019	\$39,749.00 (50% of the aggregate Contracted Guest Room Revenue Commitment)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above scale.

The parties' obligations under this Section shall survive termination of this Agreement.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- (iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

INSURANCE

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

CONTRACTORS

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates as additional insureds with regard to their activities.

AMERICANS WITH DISABILITIES ACT

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement 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 Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

This Section shall survive completion or earlier termination of this Agreement.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. To the extent that Group transfer information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests and event attendees as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests and event attendees that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located (excluding its conflicts of law rules). Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury.

WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs,

reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, 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 Agreement.

ENFORCEABILITY

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

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.


ENTIRE AGREEMENT

This Agreement, along with the Hotel Information Sheet, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative

By:	<u>Theresa R Patten</u> theresa.patten@hyatt.com	By:	<u></u>
Name:	<u>THERESA R PATTEN</u>	Name:	<u>Didier Scaillet</u>
Title:	<u>Sr. Sales Manager</u>	Title:	<u>CEO</u>
Date:	<u>05/09/2019</u>	Date:	<u>7 May 2019</u>

PARK HYATT BEAVER CREEK

RESORT AND SPA

HOTEL INFORMATION SHEET

AUDIO/VISUAL, PRODUCTION, AND ELECTRIC REQUIREMENTS

The Park Hyatt Beaver Creek is proud to offer the services of an in-house Audio/Visual Department. Prices can be confirmed six (6) months in advance of your arrival. It is understood, unless otherwise stated, that our designated audio visual contractor will supply your audio visual needs. We feature competitive prices, trained technicians, and quality equipment. Audio visual fees may be applicable for use of house sound system and lighting if an outside audio visual provider is utilized.

Engineering fees are applicable for services such as electrical hook-ups and additional power needs, banner hanging, and supply keys for office or storage rooms. Your conference services manager will review these items with you, and schedule such services.

While JSAV is our preferred audiovisual partner, you have a choice of utilizing another audiovisual provider. Should you select another company, please be advised that there are service standards that must be followed in order for them to conduct business within Park Hyatt Beaver Creek. Please advise your Hyatt Convention Services Manager (primary group contact) upon selection of your audiovisual company.

As a commitment to your event's success, Park Hyatt Beaver Creek, audiovisual liaison will be assigned to your program should you elect to hire an outside audiovisual vendor. The audio visual liaison will be scheduled between 8a-5p during load-in and load-out unless otherwise requested and will be billed to your master account at the rate of \$75/hr for a minimum of 8 hours a day. Should JSAV be utilized in an appropriate capacity or support role, this technician will not be needed. All outside contractors will adhere to the Park Hyatt Beaver Creek and audiovisual service standards.

SKI VALET / EQUIPMENT STORAGE

Ski, boots, and pole storage is provided by the hotel for guests of the Park Hyatt Beaver Creek Resort and Spa. Skis and/or poles will not be allowed on the guest room floors or in guest rooms. Ski maintenance as well is not permitted to take place in the guest rooms.

VIP Group ski pulls from our storage facility to the snow, as well as any transportation request from a rental source, is available. Should you wish to provide this for your attendees, contact your event planning manager.

SKI RENTALS

Gorsuch Outdoor Outfitters is our in house Ski Rental and Boot Fitter store that offers the highest quality of new ski demo and rental equipment available from the finest manufacturers in the world. Beyond the equipment, their well-trained ski and boot fitting specialists are second to none.

An equipment rental can be organized through your hotel representative and online rentals can be done via www.gorsuch.com. This is the most convenient way to have the best equipment available without leaving the property.

Additionally, tuning and waxing of the skis is available through Park Hyatt Beaver Creek and Gorsuch.

GOLF

Preferred tee times are available at the Beaver Creek Golf Course. Park Hyatt times are available daily, please contact your event manager for more details on reserving tee times. All group reservations to be made through by contacting your event manager. Deposit and cancellation policies will apply.

Should your group desire golf bag portage, and transportation of clubs to the golf course, our Event Planning Managers can arrange for this to be done at \$6.00 per person/per day. Please make these arrangements directly with our Destination Specialist.

A VIP golf bag pull can be arranged with your Event Planning manager. This provides a VIP service with golf bags organized for individuals to transport to other golf courses beside Beaver Creek golf club.

MOUNTAIN ACTIVITIES AND EVENT PROGRAMING

The location of the Park Hyatt Beaver Creek is perfect to enjoy any mountain adventure in the winter or the summer. Experiences such as horseback riding, mountain biking, fly fishing, rafting, hiking, snow shoeing, rock climbing, hang gliding, just to name a few, can all be organized by our staff. Setting your plans in advance for all generations of your family or group are encouraged.

ALLEGRIA SPA PROGRAM

Establishing a spa program with preferred appointment times is encouraged and part of the complete resort experience. A representative from Allegria Spa will be in contact with you to discuss your event's spa program. Go to www.allegriaspa.com to identify some of treatments and programs available.

FITNESS CENTER

We are pleased to provide guests with complimentary usage of our Health Spa Facilities covering the dates of your program. Any early arrivals prior to this or stays departing after these dates, shall be charged our normal fees for admittance.

GUEST ROOM DELIVERIES / AMENITIES

Specific fees to deliver gifts to your attendees' guest room can be arranged by our Events staff for a charge. Please speak directly with your assigned Event Planning Manager for current charges. By law, alcohol or cannabis is not allowed to be brought on property by a group to be delivered. Gift / amenities will not be delivered to attendees or guests during the resort check in process including over the front desk. Gifts/amenities are only to be delivered to guest rooms.

PARKING

The Park Hyatt Beaver Creek provides valet parking only for a fee of \$35/night summer and \$50/night winter that varies depending on the season. There is no self-parking at the property.

HOUSEKEEPING

Housekeeping gratuities will be left to the individual's discretion. Should you master bill gratuities, the charge would be \$3.00 per room, per night.

DESTINATION MANAGEMENT

The Park Hyatt Beaver Creek Resort and Spa is very pleased to have the services of Destination Management Companies. ACCESS Destination Services and RMC (Resorts, Mountains, and Cities) are available to our group meeting planners to assist in activation of events, transfers, as well as off property venues.

ACCESS Destination Services sets the standard for professional Destination Management in North America, leveraging its long established talent and experience to design and deliver exclusive and unique group programs to satisfied clients from around the world. They welcome you to explore the many opportunities that exist in our Colorado Mountain Resorts! The team at ACCESS Colorado is positioned to help you achieve your program goals out West! ACCESS Destination Services can be reached directly at 303-434-1646, or visit their web-site at: www.accessdmc.com.

RMC, Resort, Mountains, Cities has experience with many types of events, décor, transfers, and entertainment. RMC believes in the power of experiences. As North America's largest privately owned destination management company, they've created thousands of premier events and exceptional programs. From the peaks of Aspen to Napa's famous vineyards, they work with distinguished corporations and high-level executives to produce completely tailored destination services. RMC can be reached directly at 970-306-6264, or visit their web-site at: www.RMCdmc.com

HYATT HOTELS OF COLORADO

As this particular meeting is being held in Beaver Creek, it is possible that some of your attendees may want to visit one of the other Hyatt Hotels in Denver.

We would be happy to arrange a pre or post convention tour for some or all of your members at our Hyatt Hotels in Denver, either Downtown or at the Technological Center. Should your group exceed ten (10) or more rooms, your attendees would be entitled to special room rates.

CHECK-IN / CHECK-OUT

Check-in is at 4:00 PM. Check-out is at 12:00 PM.

STANDARD DEPOSIT POLICY FOR INDIVIDUAL RESERVATIONS:

WINTER SEASON – (SKI AREA OPEN – EXCLUDES HOLIDAYS AND SPECIAL EVENTS)

Initial deposit of 2 nights' room and tax is due at time of booking. This deposit is non-refundable. The full remaining balance will automatically be charged to the credit card on file 30 days prior to arrival and is non-refundable.

WINTER HOLIDAY SEASON & SPECIAL EVENTS

Initial deposit of 50% of the stay is due at time of booking. Deposit is non-refundable. The full remaining balance will automatically be charged to the credit card on file 90 days prior to arrival and is non-refundable.

SUMMER 2019 and future – (SKI AREA CLOSED)

A one night's room and tax deposit will be charged at time of booking. Deposit is refundable if cancellation is received more than seven (7) days prior to arrival. The full remaining balance is due at check-out.

WINTER SEASON 2019 – (SKI AREA OPEN – EXCLUDES HOLIDAYS AND SPECIAL EVENTS)

Initial deposit of 50% of the stay is due at time of booking. Deposit is non-refundable. The full remaining balance will automatically be charged to the credit card on file 30 days prior to arrival and is non-refundable.

NO SHOWS (SUMMER – SKI AREA CLOSED)

No shows will be charged the equivalent of a one (1) night stay at the negotiated group rate, plus tax, to the party of guarantee, whether this party is the group, company or the individual.

NO SHOWS (WINTER – SKI AREA OPEN DATES)

No shows will be billed for the entire length of stay at time of arrival to the party of guarantee, whether this party is the group, company or the individual.

EARLY DEPARTURES

Early departures, those rooms scheduled to depart on a certain date and leave earlier than anticipated, will be billed the equivalent of a one (1) night stay at the negotiated group rate, plus tax in our summer months or the entire length of anticipated stay during the winter months, to the party of guarantee whether it be the individual, group, or company.

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.

SECURITY

Hyatt cannot be responsible for the safekeeping of equipment, displays, supplies, written materials, or other valuable item or items left in the meeting rooms, conference areas, public spaces, etc. 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.

If Group requests security from Hotel, the following two (2) options are available:

Bkng#: 26563243

Our Engineering Department can provide lockout services whereby all meeting room doors are disabled in a locked position except for one door. The remaining door is re-keyed and there is one key made for the door given to the group, and the hotel Manager on Duty plus Engineering will have a duplicate key. This service costs \$75.00 per door and \$75.00 to re-key the lock if the key is misplaced or lost. Park Hyatt Beaver Creek does not assume any liability for the contents of the room. Please note that this service is not recommended for rooms with movable walls unless the group is occupying the entire room.

The second option, which offers the most reliability, is to provide a dedicated security guard to secure and monitor the contents of the room at a separate cost to the group. The Hyatt Catering and Conventions Services Department can provide assistance in this area by arranging for security services for the group at hourly rates which vary depending upon the time of day. In most instances, there is a four (4) hour minimum. Please notify us thirty (30) days in advance in order to arrange for this service. Accordingly, you will be responsible to provide security for such material and hereby assume responsibility for any loss or damage. Any damage to the Hotel property by a subcontractor or third party organization working on behalf of the Group, is the responsibility of the Group and not the Hotel. At no time or any situations are security persons on the hotel premises to be armed.

In-room safes that are able to hold a full size laptop computer are in each guest rooms and should be used by guest to secure valuable items.

MEETING PACKAGES & DELIVERIES

Special arrangements must be made for receiving any equipment, goods, displays or other materials that will be sent, delivered or brought into the Hotel. Failure to do so may result in deliveries being refused or materials being unavailable when required. All deliveries regardless of size must be delivered or unloaded at the hotel's loading dock. The Hotel's receiving entrance is open from 7:00a.m. to 4:00p.m., Monday through Friday. Any materials being sent to the Hotel must be marked as follows:

**Park Hyatt Beaver Creek Resort and Spa
50 West Thomas Place
Avon, CO 81620
Client Name / Exhibitor Name / Person receiving the box
Conference Name**

Boxes should have a complete return address and be marked if there is more than 1 box, e.g., Box 1 of 2 and Box 2 of 2.

The Hotel does not accept any liability for equipment, goods, displays or other materials that arrive unmarked or fail to arrive at the Hotel. The Group is responsible for insuring its property for loss or damage. Please note the following charges relating to package deliveries and shipment from the hotel:

- Pallets or Oversized Packages, Incoming and Outgoing \$200.00/ pallet
- Packages, Incoming and Outgoing (Up to 25 Pounds) \$5.00/box
- Packages, Incoming and Outgoing (25 pounds or more) \$25.00/box
- Envelopes, Incoming and Outgoing \$2.50/envelope
- The Hotel allows boxes/packages to be shipped (3) three days prior to the event will be charged the same charges as noted above for packages
- Outbound Shipping Forms must be printed by the guest and taped to the boxes requested to be shipped out.

EXHIBITS / DISPLAYS

Should you require tables for displays or exhibits, the Hotel can provide draped / skirted 6' tables at \$25.00/table.

Power is available at the prices below:

Power Strip (6 outlet , 115v)	\$35.00/day
20 Amp – 110v Dedicated	\$50.00/day

JSAV can provide audio and video equipment, along with internet at each exhibit. Please ask your Convention Services Manager for pricing. Please be sure to inform all vendors and staff that all deliveries and / or unloads of materials or exhibits must be unloaded at the loading dock only. Should any staff or vendors attempt to unload at the front entrance the delivery will be stopped and directed to the loading dock.

MEETING ROOM INTERNET

Wired and/or Wireless Internet Access is available in all meeting rooms and meeting room foyers, fees apply unless concession has been made by Hotel. Meeting space Internet access requires advanced coordination with JSAV. Pricing quotes are available based on the group's specific needs. For further information, please contact the JSAV Representative at 970-949-1234 x 2487 .

Guest room internet is complimentary and does not connect inside of meeting rooms and pre-function areas.

SIGNAGE

Organizational signage to be displayed in any pre-function or public area of the hotel must have prior approval from the Convention Services Department. All signage in any pre-function or public area must be professionally printed. No signs are allowed on the guest room levels, elevators, and Main Lobby areas of the hotel or building exterior.

Please note that signage in public areas must be free-standing (Easels) and not attached to walls. Signage inside of meeting rooms must not be permanently attached (Nails, Tacks, etc.) to the walls. Adhesive tape is allowed for hanging signage to meeting room walls. Hotel charges \$75.00 per banner to hang banners/signage inside or outside meeting rooms.