



**CEDARBROOK  
LODGE**

**EVENT AGREEMENT**

**18525 36<sup>th</sup> Avenue South Seattle, WA 98188**

Phone: (206) 901-9268 | Email: sales@cedarbrooklodge.com

AGREEMENT DATE:	July 30, 2019	BOOKING ID #:	0000036822/362189
MEETING DATES:	Friday January 24, 2020 to Monday January 27, 2020		
NAME OF EVENT:	NHRMA		
ORGANIZATION:	NORTHWEST HUMAN RESOURCE MANAGEMENT ASSOCIATION (NHRMA)		
ADDRESS:	1115 Eagle Avenue Southwest Orting, WA 98360		
CONTACT NAME:	Chance Brimhall	SALES MANAGER:	Lauren Mealey
TELEPHONE :	253-880-7888	TELEPHONE:	(206) 214-4330
EMAIL:	cbrimhall@newerahr.com	EMAIL:	lmealey@cedarbrooklodge.com

This Event Agreement (“Agreement”) is by and between the above-named Organization (“Group”) and CEDARBROOK LODGE (“Hotel”). Hotel and the Group agree to arrangements outlined below. This agreement will be a definite commitment when this agreement is signed by both parties by **Wednesday July 24, 2019** and the deposit is received.

Between now and **Wednesday July 24, 2019** unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be able to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis. If this agreement is not mutually executed by **Wednesday July 24, 2019** the room block and function space may be automatically released.

**GUEST ROOM ACCOMMODATIONS**

This contract applies to the following block of rooms:

	Fri 01/24/20
Run of House	15

**RATES**

It is our pleasure to confirm the following special net non-commissionable rates:

Room	Single Rate	Double Rate
Two Queens	\$189	\$189
Single King	\$189	\$189

Request for additional guestrooms are subject to a rate reevaluation and will require an addendum to the original contract.

All room rates are quoted exclusive of applicable state and local taxes, currently 12.4% and \$2.00 Tourism Assessment Fee.

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Group rates will be offered three days prior and three days following the conference dates based on availability. Guest room rates include a hot Northwest inspired breakfast, wireless internet access, and unlimited 24-hour snack bar.

#### **CUT-OFF DATE**

The "cut-off date" for accepting reservations into this room block is **Friday January 03, 2020**. Reservation requests received after 5:00 p.m. local time at the Hotel on the cut-off date will be accepted at Hotel's prevailing rate, based on room type availability. Failure to reserve rooms before the cut-off date will not impact the enforceability of the attrition or cancellation clauses.

#### **GUEST ROOM ATTRITION**

Group agrees to provide a minimum dollar amount of guest room revenue which shall be equal to the number of guest room nights set forth in the Guest Room Accommodation chart (or the number of guest room nights as adjusted pursuant to the Room and Space Block Review clause, if any) times Group's average guest room rate, not including tax (the "Minimum Revenue"). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group's failure to achieve the Minimum Revenue if Group achieves at least **90%** of the Minimum Revenue. Should Group fall below this amount, Group will pay as a reasonable estimate of the Hotel's losses an amount equal to the difference between **90%** of the Minimum Revenue and the actual guest room revenue achieved by Group (the "Attrition Damages"). All applicable taxes on the Attrition Damages will be paid by Group.

#### **EARLY DEPARTURE FEE**

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved check-out date, an early departure fee of **\$50.00** will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in of any change in the scheduled length of stay. The Hotel will inform members of your group of this fee upon check-in. The hotel will deduct any such fees that are collected from any amount you may owe as guest room attrition.

#### **PARKING**

With CMP Pricing, Day use parking is included. Overnight self-parking is offered to meeting attendees at the reduced rate of \$10.00/car/night. Overnight valet parking is offered to meeting attendees at the reduced rate of \$15.00/car/night.

#### **ROOM & RELATED CHARGES**

Reservations will be made by a Rooming List, provided by the Group contact. A Rooming List form will be sent to Group contact by the Sales Coordinator.

#### **PAYMENT – GUEST ROOMS**

**Master Room, Tax and Parking; charges applied to the master account will be:**

- Room, Tax and Overnight Parking
- Group Food and Beverage
- Attrition/no show/cancellation

#### **SCHEDULE OF EVENTS AND FUNCTION SPACE RENTAL:**

Hotel reserves for the Group the following Function Space, reflecting the precise times reserved based on the requirements as the Group has indicated them to be. Any changes to the Schedule of Events and Function Space must be authorized through a Hotel Sales Manager.

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Date	Start Time	End Time	Function	Setup	Agr	Room Rental	F&B Minimum
1/24/2020	12:00 PM	1:00 PM	Package Lunch	Rounds	15	N/A	Included in package
1/24/2020	1:00 PM	5:00 PM	Package Meeting	Conference	15	Included in package	N/A
1/24/2020	1:00 PM	5:00 PM	Package PM Break	Existing	15	N/A	Included in package
1/24/2020	6:00 PM	7:30 PM	Package Dinner	Rounds	15	N/A	Included in package
1/25/2020	7:00 AM	8:00 AM	Package Breakfast	Rounds	15	N/A	Included in package
1/25/2020	8:00 AM	5:00 PM	Package All Day Break	Existing	15	N/A	Included in package
1/25/2020	8:00 AM	5:00 PM	Package Meeting	Square Tables 6x6	15	Included in package	N/A
1/25/2020	12:30 PM	1:30 PM	Package Lunch	Rounds	15	N/A	Included in package

**PACKAGE PRICING:**

**Complete Meeting Package (CMP)**

Includes:

- One (1) dedicated meeting space
- Wireless internet
- Meeting Supplies to include pens, notepads, coasters, glasses and water service
- Food and beverage, to include:
  - All day coffee, tea, and soft drinks
  - Morning and afternoon refreshment break to include sweet and savory items
  - Northwest Inspired Hot Breakfast Buffet
  - Chef’s choice buffet hot lunch to include a variety of salads, entrees and desserts
- Audio visual equipment, to include:
  - One (1) built in high powered LCD projector & screen
  - One (1) audio & HDMI video cable
  - One (1) power strip
  - One (1) lectern/podium with wired podium microphone (*Upon request*)
  - One (1) flip chart package with markers and stand
  - House sound system

*All additional equipment and services will be charged at a la carte pricing.*

DAY	FRI	SAT	TOTAL
Date	1/24/20	1/25/20	
½ Day CMP w/Lunch & Dinner - \$168.00	15		\$2,520.00
Full Day CMP w/Lunch - \$140.00		15	\$2,100.00
Total	15	15	\$4,620.00



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**LABOR FEES & MISC:**

The following Mandatory Labor Fees will be assessed by the Event Manager and charged at prevailing rates. Final total will be noted on the BEOs:

- Bartender fee, two (2) hour minimum, \$60 hour / bartender (if applicable)
- Portable bar fee, \$125 each (if applicable)
- Private CMP buffet, additional \$5 person / buffet (if applicable)

Outside suppliers of audio visual equipment and services must have prior written approval from Hotel. If an outside supplier is used, additional fees may apply.

**SUMMARY OF ANTICIPATED REVENUE BY Hotel FROM THIS AGREEMENT:**

Hotel has offered the negotiated rates and concessions in this Agreement based upon the total Agreement Value. The following chart illustrates the total Agreement Value of the event.

Guest Room Revenue:	\$2,835.00
CMP Minimum:	\$4,620.00
<b>Agreement Value:</b>	<b>\$7,455.00</b>

The foregoing are minimums only and do not include applicable Washington State sales tax or additional charges added in the planning process (i.e. additional attendees, audio visual, additional food or beverage, decor items, etc.). These figures are used only to determine the Agreement Value of the Event and do not represent any costs or prices guaranteed by Hotel.

**CREDIT CARD PAYMENT**

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing.

<b>GROUP DEPOSIT</b>	<b>DUE DATE</b>	<b>AMOUNT</b>
<b>50%</b>	<b>Wednesday July 24, 2019 (due at contract signing)</b>	<b>\$3,727.50</b>
<b>50% or remainder</b>	<b>Friday January 17, 2020 (due 5 business days prior to arrival)</b>	<b>\$3,727.50 or remainder</b>

The initial above deposit will be due by the **designated due date(s)**. The deposit is non-refundable if the event is cancelled for any reason. Hotel will have the option to cancel this Contract without liability in the event of Group's failure to pay any deposit when due. Group will owe applicable Cancellation Damages in such event.

**DEPOSIT TERMS:**

In order for the Agreement to be considered definite, a deposit representing **fifty percent (50%)** of the Hotel Agreement Value, must accompany the signed Agreement on **Wednesday July 24, 2019**. Based upon the Agreement Value figure of **\$7,455.00**, the **deposit figure totals \$3,727.50**. This deposit is non-refundable if the event is cancelled or postponed for any reason. All deposits must be in the form of an approved/accepted credit card charge, check, or wire transfer.

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**FINAL PAYMENT TERMS:**

Final pre-payment is due Hotel by **Friday January 17, 2020** and will encompass all details of the event including any additional charges (i.e. additional attendees, audio visual, food, beverage, decor items, applicable, facility fee and taxes etc.). Should payment not be made according to this schedule, Hotel may terminate this Agreement and collect liquidated damages as outlined in the **“CANCELLATION”** section.

If the Group is paying by **check**, please make it payable to Cedarbrook Lodge. All checks must be received 14 days prior to due date, to allow check to be cleared.

All groups seeking **direct billing** for the remaining balance due to Hotel under the Agreement, must establish credit prior to their Event to the satisfaction of Hotel. The “Application for Credit” document must be completed in full and returned with the signed Agreement and the Deposit by the Agreement due date in order for Hotel to consider direct billing to the Group. Once credit for the Group is approved, an authorized representative of the Group must be assigned to approve additional charges on-site. All charges under the Agreement are due within thirty (30) days from the date of billing.

If this Group is direct billed and payment is not received within thirty (30) days after the Group’s receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. The Group will submit to Hotel an itemized list of any disputed charges within seven (7) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and the Group agrees to pay the remaining balance due immediately upon resolution of the dispute.

**CANCELLATION POLICY:**

Written cancellation of an event or a change to the event will cause Hotel to suffer lost revenue. Therefore, the Group agrees to pay to Hotel as liquidated damages the amounts set forth in the schedule below, based on the Agreement Value, when the following may occur: 1) release or cancellation of Scheduled Event date(s) or guest rooms after the Agreement has been signed, or 2) change to the Event or guest room block after the Agreement has been signed.

***Schedule of Liquidated Damages***

<b>Time of Cancellation or Change</b>	<b>Liquidated Damages</b>
Up to 6 months prior to event date	50% of Agreement minimum value
179 – 90 days prior to event date	65% of Agreement minimum value
89 -31 days prior to event date	80% of Agreement minimum value
30 days prior to event date	100% of Agreement minimum value or total value on the BEOs/Banquet Checks and guest room pick-up, whichever is greater.

**DISPUTE RESOLUTION:**

The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and /or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty

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(30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved in State or Federal court in King County, Washington. The parties expressly waive the right to a jury trial.

**ENTIRE AGREEMENT:**

Upon execution by both parties, this Agreement will be binding upon and shall inure to the benefit of both Hotel and the Group and their respective successors. If the foregoing arrangements meet with the Group’s approval, sign and return:

- The Agreement
- The required deposit (in the form of a check, credit card charge or wire transfer)

Upon execution hereof by their authorized representatives, Hotel and the Group shall have entered into a legally enforceable Agreement. By doing so, the parties’ authorized representatives will have confirmed these arrangements to be definite and agreed that the date of the signature hereon by Hotel’s representative shall become the effective date of the Agreement.

In the event that this Agreement is signed by the Group as a corporation, partnership, association, club, society, or similar organization, the person signing represents and warrants to Hotel that (s)he has full authority to sign such Agreement, and in the event (s)he is not so authorized, (s)he will be personally liable for the faithful performance of this Agreement.

This Agreement, together with the **Standard Terms and Conditions** (attached hereto and incorporated herein by reference), appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by the Group that may be accepted or rejected in writing by Hotel in its sole discretion. Once both the Group and Hotel sign this Agreement, all provisions reserved on the Group’s behalf will be confirmed and therefore subject to the terms of this Agreement.

**GROUP**

Northwest Human Resource Management Association  
(NHRMA)

Signature:  **E-Signed : 07/30/2019 06:16 PM CST**  
*Chance J. Brimhall*  
 cbrimhall@newerahrnsolutions.com  
 IP: 50.78.163.125 **Sertifi Electronic Signature**  
 Name: Chance Brimhall DocID: 20190718153900203

Title: **Vice President**

Date signed: **07/30/2019**

**Hotel**

CEDARBROOK LODGE

Signature:  **E-Signed : 07/30/2019 06:37 PM CST**  
*Lauren Mealey*  
 lmealey@cedarbrooklodge.com  
 IP: 50.203.87.99 **Sertifi Electronic Signature**  
 Name: Lauren Mealey DocID: 20190718153900203

Title: Account Director

Date signed: **07/30/2019**

Northwest Human Resource Management Association (NHRMA)

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### **STANDARD TERMS AND CONDITIONS**

**ADVERTISING:** The Group shall not use the name, trademark, logo or other proprietary designation of Hotel in any advertising or promotional materials without the prior written approval of Hotel. Hotel shall accept the same restrictions with respect to the use of the Group's name, trademark, logo and other proprietary designations. The Group's requests for any Hotel advertising materials should be directed to the Event Manager.

**ASSIGNABILITY; SUBLEASING:** This Agreement is not assignable or transferable by the Group. The Group may not sublease any portion of Hotel.

**ASSIGNMENT OF FUNCTION SPACE:** The Schedule of Events listed on this Agreement indicates the space that is tentatively being held for the Group and will be held on a definite basis upon the signing of this Agreement by both parties and receipt of deposit.

The selection of Function Space is based on the anticipated number of attendees at the effective date of the Agreement. Hotel reserves the right, in its sole discretion, to reassign the Function Space if the expected attendance of the Event increases or decreases, or in order to accommodate both the Group and other groups that are utilizing the Hotel during the date(s) of the event.

**ATTENDANCE GUARANTEE:** Group must inform Hotel of the exact number of people who will attend the event functions **ten (10) days** prior to first event, which will be the final guarantee, by contacting the assigned Event Manager by email or phone. If adjustments are required, Group has until **72 hours (3 days)** prior to the first event. For example, if the event is to start on a Friday, Hotel must be notified of the guaranteed number of attendees by Tuesday at 12:00 p.m. Hotel prepare 3% above this guaranteed minimum.

After the final guarantee is given **ten (10) days** prior, guarantee increases are subject to availability of menu product. Hotel will make every effort to serve attendees the same meal selection; however, substitutions may be required. Additional service fees and food costs may be charged.

#### **EVENT SERVICES:**

- The Sales Manager will introduce the Group to the assigned Event Manager. The Event Manager will review and re-confirm the details for the event, including menus, audio visual, decorations, entertainment and beverage service. Hotel require that final menu selections and room set specifications be completed and received at least **fourteen (14) days** prior to the Group's arrival day.
- If for any reason final menu selections and room set specifications are **not** provided to Hotel **fourteen (14) days** prior to the Group's arrival date, Hotel may, in its sole discretion, make selections for the Group, and the Group agrees to accept such substitutions.
- Any estimates that were provided to the Group were for the sole purpose of providing a sample of event costs and do not reflect Agreement pricing. The estimate document is meant to assist the Group in its budgeting and is meant to be used for estimation purposes only.
- Upon review of the Group's final menus and event requirements, Banquet Event Orders ("BEOs") will be sent by Hotel to the Group within **five (5) business days** to confirm all final arrangements and prices. Once signed, the BEO will become a binding part of this agreement. If the Group does not advise Hotel of any changes on the BEOs by the date requested by Hotel, the Group agrees that the BEOs will be considered accepted by the Group as correct and will be billed accordingly.
- No outside food or beverages shall be brought into Hotel by the Group or attendees at the event without prior

  
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written approval by an Event Manager. Hotel prohibits the removal of food and beverages from the property. Special dietary requirements for Event attendees should be outlined by the Group to the Event Manager.

- The Washington State Liquor Control Board regulates the sales and serving of all alcoholic beverages in the State of Washington. Hotel is responsible for the administration of those regulations. It is the policy of Hotel that no alcoholic beverages may be brought onto the property for a function. In addition, Hotel reserves the right to refuse service of alcoholic beverages to any person for any lawful reason.

**CLEANING AND DAMAGES:** All function space used must be returned in the condition given. After the event takes place, the Event Manager will assess if there has been any damage done to the property or additional extensive cleaning must take place to return it to its original condition. The Group will be immediately informed of such cleaning or damages and cleaning or damage fee may be assessed.

**CONDUCT OF EVENT:** The Group agrees to begin the event promptly at the scheduled time on the start date and agrees to have its attendees, guests, invitees, and other persons vacate the designated Function Space at the closing hour indicated. The Group will conduct the event in an orderly manner in full compliance with applicable laws, regulations and Hotel policies.

**DECORATING:** Hotel will not permit the Group to affix anything to the walls, floors, ceilings or the rooms of Hotel with nails or staples. Decorations, signs, or displays brought into Hotel for use outside of the meeting rooms must be approved by Hotel prior to the start date of the event. All displays, exhibits and decorations will comply with the City Building Code(s) and applicable fire prevention ordinances.

**USE OF FUNCTION SPACE:** To protect the safety and security of all Hotel guests and property, Group agrees that it will not use any items in the function space that create any amplified noise, smell, or visual effect other than decorations without advance notification and written approval by Hotel. Examples of items that require advance approval include, but are not limited to: smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates smells. Group will obtain any required Fire Marshall or other safety approvals, and agrees to pay any expenses incurred by Hotel because of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

**EXHIBITS:** Any rooms/foyers that are reserved for exhibits (booth or tabletop) do not include drayage, decoration, labor, security, cleaning, janitorial, electrical, telecommunications, internet, etc. or damage repair to the exhibit space (which expenses, if any, shall be charged to the Group). Hotel shall have the right to approve all aspects and elements of the Group's exhibits including, but not limited to, the types and number of exhibits and/or booths and the exhibit floor plans, which approval by Hotel may grant or withhold in its sole discretion. Debris/trash must be removed from the property and properly disposed of in proper trash receptacles. If the exhibit area is not returned in the same condition it was given, by the scheduled end of the tear down period, additional labor and cleaning fees will be assessed. Fees are subject to change without notice.

**GOVERNING LAW:** The Agreement will be governed by and interpreted pursuant to Washington State laws.

**IMPOSSIBILITY OF PERFORMANCE/FORCE MAJEUR:** This Agreement will terminate without liability to either party if substantial performance of either party's obligations are prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; regulations or orders of governmental authorities; fire, flood, or explosion; war, disaster, civil disorder, curtailment of transportation facilities or services necessary in order to hold the meeting; any delay in necessary and essential construction or renovation of Hotel; strike, lockout; or work stoppage or other restraint of labor, either partial or general, from whatever cause.

**MUTUAL INDEMNIFICATION:** The Group assumes full responsibility for the conduct of all persons in attendance at

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the Event and for any damage done to any part of the Hotel during any time such premises are in use by the Group or the Group's attendees, guests, invitees, employees, or independent contractors employed by the Group, which damage is caused by any of said persons.

To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless Hotel, and their respective owners, commissioners, directors, officers, managers, partners, subsidiaries, affiliates, employees and agents, from and against any and all claims, losses, or damages to persons or property, governmental charges or fines, penalties, liabilities and costs (including reasonable attorney's fees, including fees of paralegals), and whether by reason of personal injury, death, property damage, or otherwise, in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of negligence, gross negligence or intentional misconduct of the Group's employees, agents, contractors, or attendees, or a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify Hotel Indemnified Parties for the portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

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

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

**MUSIC LICENSING:** Both parties agree that Hotel is not responsible for music licensing, which may be required by use of any music by the Group during the Event. The Group shall indemnify, defend and hold Hotel harmless from any claims or liabilities in this regard.

**NO SMOKING FACILITY:** Hotel is a non-smoking facility. Smoking of cigarettes and cigars are allowed in designated outdoor areas only. No cannabis products of any kind are allowed on Hotel property.

**OUTDOOR EVENTS:** Hotel reserves the right to make the decision to move any outdoor function to available indoor backup space if any of the following conditions exist: wind gusts in excess of 20 mph, temperatures below 60 degrees, and/or 30% or higher chance of precipitation in the area. The Group will be advised of its options for the event at a minimum of 24 hours in advance of the function. Hotel decision is final.

**PARKING:** Parking is available for all events at Hotel.

**SECURITY AND LIABILITY:** Except for liabilities arising out of Hotel's indemnification obligations set forth above, Hotel assumes no responsibility or liability whatsoever for personal injury to, or death of, or for damage to or loss of any article left by, the Group or its officers, employees, attendees, guests, invitees, or independent contractors on or in the Hotel prior to, during, or after the Event. All goods and materials brought into Hotel by the Group must be shipped out or removed upon the conclusion of the event, Hotel has no storage facilities for this purpose.

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**SEVERABILITY:** If any section, subsection, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable for any reason, the remaining provisions hereof shall not be affected by such determination of invalidity and shall remain in full force and effect.