



DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Westin Sacramento, 4800 Riverside Boulevard, Sacramento, CA, 95822, (916) 443-8400 and San Benito County Health & Human Services Agency.

ORGANIZATION: San Benito County Health & Human Services Agency
 CONTACT: Name: Heather Bernikoff
 Job Title: Managing Director
 Street Address: 1111 San Felipe Rd
 City, State, Postal Code: Hollister, CA 95023
 Country/Region: USA
 Phone Number: (925) 918-1718
 E-mail Address: hbernikoff@gmail.com

NAME OF EVENT: San Benito February 2019
 REFERENCE #: M-EFM6V0D
 OFFICIAL PROGRAM DATES: Monday, 02/25/2019 - Wednesday, 02/27/2019

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and San Benito County Health & Human Services Agency agrees that it will be responsible for utilizing, 20 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

San Benito Feb

Date	Day	Traditional ROH Room	Total Rooms
02/25/2019	Mon	10	10
02/26/2019	Tue	10	10

Start Date	End Date	Room Type	Single	Double
02/25/2019	02/26/2019	Traditional ROH Room	\$164.00	\$164.00

Hotel's room rates are subject to applicable state and local taxes (currently 13.2%) in effect at the time of check-out.

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (888) 236-2427 or (916) 443-8400. A web link may also be created by the hotel for distribution.

GUARANTEED RESERVATIONS

All reservations must be guaranteed with a major credit card or by San Benito County Health & Human Services Agency. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

Reservations by attendees must be received on or before ~~Monday, February 4, 2019~~ **Friday February 8, 2019** At the Cut-Off Date, Hotel will review the

Friday February 8, 2019 [Signature]

[Handwritten signature]

reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the San Benito County Health & Human Services Agency group rate after this date.

NO ROOM TRANSFER BY GUEST

San Benito County Health & Human Services Agency agrees that neither San Benito County Health & Human Services Agency nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with San Benito County Health & Human Services Agency reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

It is our understanding that your guests will pay their own account upon departure. The guests whose Room and Tax will be paid for by San Benito will be clarified in advance, and these charges will be routed to the Master account. Upon check-in, each guest will be required to present a valid credit card, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges for the length of the guest's stay, plus the anticipated use of the hotel's ancillary services. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

METHOD OF PAYMENT

No deposit is required on the above agreement however we require a credit card on file to guarantee this booking. An electronic Credit Card Authorization form invite will be sent out to you from Marriott. This Credit Card Authorization must be filled and sent back to hotel together with the signed agreement. We accept American Express, Diners Club, Discover Card, JCB International, MasterCard or Visa.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If San Benito County Health & Human Services Agency wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement San Benito County Health & Human Services Agency shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by San Benito County Health & Human Services Agency.

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

San Benito County Health & Human Services Agency agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by San Benito County Health & Human Services Agency, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental
02/26/2019	Tue	8:00 AM	5:00 PM	Meeting	U-Shape	15	\$250.00
02/27/2019	Wed	8:00 AM	5:00 PM	Meeting	U-Shape	15	\$250.00

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 21%) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

San Benito County Health & Human Services Agency agrees to pay for any damage to the function space that occurs while San Benito County Health & Human Services Agency is using it. San Benito County Health & Human Services Agency will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than San Benito County Health & Human Services Agency and its attendees.

FACILITY FEES

Based on San Benito County Health & Human Services Agency's requirements, Hotel's function space fees would be \$250 per day.

ATTRITION – Rooms Per Night

Hotel is relying upon San Benito County Health & Human Services Agency nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. San Benito County Health & Human Services Agency agrees that a loss will be incurred by Hotel if San Benito County Health & Human Services Agency actual usage is less than seventy percent (70%) of the Room Night Commitment on any night of the Event.

Adjusted Minimum Guest Room Revenue:	70% of \$3,280 = \$2,296
Adjusted Minimum Food & Beverage Revenue:	70% of \$2,600 = \$1,820

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

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

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

San Benito County Health & Human Services Agency agrees to a minimum banquet food and beverage revenue of (\$2,600), exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices prior to San Benito County Health & Human Services Agency's arrival date.

CANCELLATION - Contracts with Room Nights and F&B

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

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

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

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

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

IMPOSSIBILITY

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

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and San Benito County Health & Human Services Agency agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or San Benito County Health & Human Services Agency will not be considered agreed to or binding on the other unless such modifications have been initialed or

otherwise approved in writing by the other.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

LIQUOR LICENSE

San Benito County Health & Human Services Agency understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

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

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

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

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

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

PRIVACY

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

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

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

IN-HOUSE EQUIPMENT



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

TECHNICAL SERVICES

The Westin Hotel and Scott's Seafood on The River uses a third party A/V company. The details can be verified through the catering team prior to arrival.

UNATTENDED ITEMS/ADDITIONAL SECURITY

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

USE OF OUTSIDE VENDORS

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

PERFORMANCE LICENSES

San Benito County Health & Human Services Agency will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that San Benito County Health & Human Services Agency may use or request to be used at the Hotel.

ACCEPTANCE

When presented by the Hotel to San Benito County Health & Human Services Agency, this document is an invitation by the Hotel to San Benito County Health & Human Services Agency to make an offer. Upon signature by San Benito County Health & Human Services Agency, this document will be an offer by San Benito County Health & Human Services Agency. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies San Benito County Health & Human Services Agency at any time prior to San Benito County Health & Human Services Agency's execution of this document, the outlined format and dates will be held by the Hotel for San Benito County Health & Human Services Agency on a first-option basis until 1/20/19. If San Benito County Health & Human Services Agency cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, San Benito County Health & Human Services Agency and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.



ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (“■”) at the end of the line marked “Electronic Signature (Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)*.” This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by San Benito County Health & Human Services Agency:

Name: (Print) Cynthia Larca
Signature: (Sign) Cynthia Larca
Title: (Print) Deputy Director HHSA
Date: 1/28/19

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation): ■

Approved and authorized by Hotel:

Name: (Print) Athena Hariz
Title: (Print) Sales Manager
Date: 1/28/19

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation): ■

*This may be done in Microsoft Word using the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”