



GROUP SALES EVENT AGREEMENT

Hilton Vancouver Washington
301 W. 6th Street
Vancouver, WA 98660

This **Group Sales Event Agreement** ("Agreement") is by and between **Washington State Council of Fire Fighters** ("Group") and **Hilton Hotel Employer LLC**, as **Managing Agent for The Downtown Redevelopment Authority** ("Owner"), d/b/a **Hilton Vancouver Washington** (the "Hotel").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Helen Kramer	Name of "Event":	Washington State Council of Fire Fighters Annual Convention
Title:	Executive Assistant	Date(s) of Event:	June 23, 2024 - June 28, 2024
Company Name:	Washington State Council of Fire Fighters	Post to Reader Board As:	Washington State Council of Fire Fighters Annual Convention
Address:	1069 Adams Street SE	Hotel Contact:	Christie Rust, CMP
City, State, Zip:	Olympia, WA 98501	Title:	Director of Sales and Marketing
Phone:	360-943-3030	Phone:	(360) 828-4310
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Room Block and Rates

	Occupancy	Sun 06/23/2024		Mon 06/24/2024		Tue 06/25/2024		Wed 06/26/2024		Thu 06/27/2024	
		Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
1 KING BED	S/D	11	\$198.00	33	\$198.00	33	\$198.00	33	\$198.00	9	\$198.00
	T	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00
	Q	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00
1 KING BED WITH PARKVIEW	S/D	5	\$198.00	5	\$198.00	5	\$198.00	5	\$198.00	5	\$198.00
	T	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00
	Q	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00
2 QUEEN BEDS	S	46	\$198.00	114	\$198.00	114	\$198.00	114	\$198.00	23	\$198.00
	D	0	\$198.00	0	\$198.00	0	\$198.00	0	\$198.00	0	\$198.00
	T	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00
2 QUEEN BEDS W/ PARKVIEW	Q	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00
	S/D	5	\$198.00	15	\$198.00	15	\$198.00	15	\$198.00	5	\$198.00
	T	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00
EXECUTIVE SUITE	Q	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00
	S/D/T/Q	1	Complimentary	1	Complimentary	1	Complimentary	1	Complimentary	1	Complimentary
JR. SUITE CORNER	S/D	3	\$198.00	3	\$198.00	3	\$198.00	3	\$198.00	3	\$198.00
	T	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00
	Q	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00
JR. SUITE PARKVIEW	S/D	3	\$198.00	3	\$198.00	3	\$198.00	3	\$198.00	3	\$198.00
	T	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00
	Q	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00
PRESIDENTIAL SUITE	S/D	1	\$198.00	1	\$198.00	1	\$198.00	1	\$198.00	1	\$198.00
	T	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00	0	\$218.00
	Q	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00	0	\$238.00
TOTALS		75		175		175		175		50	

TOTAL SLEEPING ROOM NIGHTS RESERVED: 650

Group room rates as noted in the "Room Block" above are **net, non-commissionable** and are quoted *exclusive* of applicable state and local taxes, fees and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted group room rates will be offered to Group's attendees, based on contracted room type and rate availability, **3 days before and 3 days after** the above official Event dates.

Summary of Revenue Anticipated by Hotel from this Agreement

For Group's information and guidance, the following chart illustrates the total potential value of Group's Event. The Hotel has offered the negotiated group room rates, meeting room inventory and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or food and beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$127,710.00
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	\$90,000.00
Total Anticipated Meeting Room Rental Fees: <small>Any discounts on Meeting Room Rental Fees are based on Group's achievement of performance requirements.</small>	Waived
"Total Anticipated Revenue":	\$217,710.00

Option Dates

These arrangements are being held on a **first option basis** until June 30, 2021 (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given **3** days, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by June 30, 2021, Hotel may, at Hotel's sole option and with no notice required, release this first option, review Hotel's rates, or continue to hold the arrangements.

Taxes

Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is **8.5%** and the hotel occupancy tax rate is **2.0%** with a Tourism Promote Assessment of **\$2.00** (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate said exemption.

Event Planner Program

_____ ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number is _____. For this Event, Event Planner is eligible to earn one Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will include **sleeping room and meeting room rental revenue** up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Program are available by visiting www.hilton.com. Group agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required. Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to Hotel, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. Hotel can provide an acknowledgement form acceptable to Hotel.

Complimentary Rooms

In consideration of Group's sleeping room revenue commitment, Hotel is pleased to extend one (1) complimentary room night per every **50** revenue room nights actually utilized within Group's official Room Block. A standard parlor of a suite is counted as one room, with a standard one-bedroom suite being counted as two rooms. Group should provide a list of names to Hotel in order of preference for complimentary room assignment. If Group fills all of the rooms reserved in the Room Block, Group will be entitled to **12** complimentary rooms, valued at a minimum of **\$2,376.00**. No complimentary room credits will be earned on discounted rooms such as staff rooms.

Additional Concessions

In consideration of the entire value Group's Event will bring to the Hotel, the Hotel is pleased to offer the following additional concessions based on Group's achievement of **90%** or greater of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue**. These concessions are valued at **\$10,530.00**. If the actual total sleeping room revenue and the actual total food and beverage revenue for Group's Event materializes at less than **90%** of the combined **Total Anticipated Sleeping Room Revenue** and **Total Anticipated Food and Beverage Revenue**, the concessions will be *reduced* proportionately at the discretion of the Hotel or, at Group's request, provided and charged to Group's Master Account at retail value, in addition to any performance damages Group may owe related to sleeping room revenue and Food & Beverage revenue, plus applicable Meeting Room Rental Fees. Please advise Group's assigned Event Manager no later than seven (7) days prior to first guest room arrival of Group's decision whether Group prefers to have concessions reduced or if Group wants to retain and pay for the unearned concessions. If Group elects to pay for unearned

concessions, Group agrees that Group will pay all applicable labor/union charges, state and local taxes, gratuity and/or service charges on all concessions provided.

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Presidential Suite	\$499.00	1	5 Nights	Complimentary	\$2,495.00	\$2,495.00
Executive Suite	\$499.00	1	5 Nights	Group Rate of \$198.00	\$2,495.00	\$1,505.00
Junior Suites – Parkview & Corner	\$399.00	6	5 Nights	Group Rate of \$198.00	\$11,970.00	\$6,030.00
Parkview Kings	\$218.00	5	5 Nights	Group Rate of \$198.00	\$5,450.00	\$500.00

Cut-Off Date

In order to assign specific room types to Group’s attendees, each sleeping room in the Room Block must be confirmed in the manner described below no later than May 24, 2024. This date will be known as the “**Cut-Off Date.**” After the Cut-Off Date, the Hotel will continue to hold any rooms in Group’s Room Block not assigned to a specific attendee for Group **if Group guarantees payment of such rooms to the Master Account.** If Group has not prepaid such rooms or guaranteed such rooms (but only if Group has established Master Account billing privileges), Group agrees that Hotel may offer unused sleeping rooms held in Group’s Room Block to other customers to reduce Hotel’s losses. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group’s obligation to pay for unsold rooms in Group’s Room Block. Advance payments will be refunded by the Hotel after Group’s Event dates if rooms Group paid for in advance were later paid for by Group’s attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel’s prevailing rates.

Check-In/Out Time

Currently, the Hotel’s check-in time is **4:00PM**, and check-out time is **12:00PM** (subject to change without notice). All guests arriving before check-in time may be accommodated as rooms become available, provided that such guests elect to pay an early arrival fee (currently **\$25.00**). The Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

Early Departure Fee

If a guest who has requested a room within the Room Block checks out prior to the guest’s reserved checkout date, the Hotel will add an early checkout fee to that guest’s individual account (currently, **\$75.00**) Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay.

PARKING:

The current rates for Hilton Vancouver Washington are Self-Parking \$25.00/day and Valet Parking \$30.00/day available in our underground parking facility. Additional parking is available for day use and supplemental parking at the Vancouver Center at the current rates of \$1.25 per hour, Monday – Friday \$9.00 max until 6 p.m. \$12.50 max all day until close, \$3.50 max after 6 p.m. until close and weekend rate \$3.50 all day. **Parking rates are subject to change. Hilton Vancouver Washington will provide 90 day notice prior to arrival of self and valet parking rates if requested. City of Vancouver rates are subject to change without notice.**

Package Delivery Fees:

Prevailing charges of \$2.50 per box (overweight items over 50lbs are \$5.00 per box) will apply for the movement of conference boxes for the conference, of which 70% is paid to the team member. Participants and exhibitors requesting package delivery will be responsible for their own charges.

Room Assignments

Hotel understands room assignments will be made directly by the attendee via the Internet using **HiltonLink**, Hilton’s free tool that enables guests to book online, using the negotiated group rate(s) secured with the Hotel. Please visit <http://www.hilton.com/GroupPage> to create the HiltonLink custom page at **least one (1) week prior** to when housing is scheduled to open.

Guest Payment Arrangements

Room and tax will be paid by individuals. Incidental charges will be paid by individuals, in which case these charges must be paid in full prior to the guest’s departure, with individual credit being established upon check-in. If Group submits a rooming list with reservations that will be paid for by Group, such reservations will be considered guaranteed for the full length of stay unless the reservations are cancelled by Group or the guest no later than **3 days** in advance of arrival. Early departure charges will be applied to Group’s Master Account for guests guaranteed by Group’s rooming list that depart early.

Individual Guest Deposits/Confirmation

To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, **refundable up to 3 days in advance of arrival**. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. The Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as sleeping room performance damages or cancellation damages (if applicable).

Audit of Attendees

The Hotel is pleased to offer **G.R.I.P.**, Hilton's proprietary Group Reservation Identification Program, which automates the process of cross referencing registration lists to identify rooms booked outside of the reserved Room Block. Group's final report of consumed rooms will reflect all rooms associated with the Room Block.

If Group requests a comparison through G.R.I.P., Group will need to electronically provide to the Hotel the first and last names of attendees registered for the Event. Group agrees that Group takes full responsibility for (a) determining whether it is necessary to disclose to Group's attendees that information is being provided to Hotel by Group or vice versa which may be considered private or confidential, and for making such disclosure, if it is required, and (b) obtaining any necessary permissions from attendees allowing for such exchange of information. After comparing Group's list to the Hotel's guest registry, Hotel will advise Group of the number of room nights occupied by Group's attendees reserved outside the official Room Block.

If Group requests Hotel to provide Group with the names of the guests who reserved rooms outside of the official Room Block, Group agree to sign an addendum relating to the release of the audit information for Group's Event and to fully defend, indemnify and hold Hotel and Hilton Domestic Operating Company Inc. harmless from and against any and all claims, settlements, judgments, fees or costs, including reasonable attorney's fees and expert witness fees and costs, incurred as a result of any third party claim by any person or entity arising out of the release of information about a guest or guests to Group, as part of this comparison process.

Group's assigned Event Manager will discuss how Hotel can assist Group in managing Group's attendees' booking behavior so that attendees will reserve rooms within the Room Block.

Unavailability of Guestrooms

The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, if an attendee with a confirmed reservation guaranteed for late arrival in the Room Block cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for each night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced towards Group's pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

Function Space

Based on Group's requirements as Group has indicated them to be, the Hotel has reserved the attached program of function space needs (see **Schedule 1** labeled as "**Schedule of Events and Function Space Charges**"). The Hotel's standard rental charges for the space held would be **\$70,000.00**.

Based on the Total Anticipated Sleeping Room Revenue and the Total Anticipated Food and Beverage Revenue as indicated in this Agreement as well as the other anticipated revenue that Hotel will realize from this Event, the function space for Group's program will be provided on a complimentary basis, a savings of approximately **\$70,000.00**.

Supplemental Surcharges

For Group's information, supplemental surcharges are charges added to Group's Master Account to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. These surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, set-up charges, late end times, outdoor venues, resets, refreshes, cleaning and other services that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Banquet Services

Banquet Services: In order for Hotel to deliver on Group's expectations for a successful Event, it is critical for Group to provide timely and complete information to the Hotel. So that the Hotel may make appropriate plans for purchasing and preparing product, as well as properly scheduling staff, the following mandatory timeline relates to final menus and program meal functions:

- 1) Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than **six (6) months** prior to the Event. At that time, Hotel will confirm in writing Group's menu prices for catered food and beverage functions.
- 2) In order to confirm meeting room assignments, no later than **ninety (90) days** prior to the start date of the Event, Hotel requires that Group re-confirm Group's programmed meetings and catered meal functions with *anticipated* number of attendees. At that time, Hotel will re-confirm in writing Group's Schedule of Events. After that date, the Hotel will release any meeting space in Group's Schedule of Events not assigned to a specific meeting or function for Group, except that Hotel may continue to hold such meeting room(s) if Group either prepays for such meeting room(s) or if Group advises Hotel in writing that Group will guarantee payment of such meeting room(s) to the Master Account (but only if Group has established Master Account billing privileges). If Group has not prepaid or guaranteed such meeting rooms (as applicable), Group agrees that the Hotel may offer unused meeting room(s) to other customers.
- 3) At approximately **sixty (60) days** prior to the start date of the Event, Hotel will review the number of requests for room assignments that have been made by Group's attendees in order to compare Group's obligations with Group's actual likely Room Block performance. Should it appear at that time that the actual number of attendees will fall below the attendance Hotel expects based upon Group's reserved Room Block, the Hotel reserves the right to assign alternate meeting space commensurate with Group's reduced space needs as indicated by the attendees' requests for room assignments. Hotel will notify Group of any such changes.
- 4) **Forty-five (45) days** prior to the first day of the Event will be known as the "**F&B Cut-Off Date**". No later than the F&B Cut-Off Date, Group must submit the final agenda with detailed daily room set specifications, final catered menu selections and the updated *anticipated* attendance for all scheduled catered food functions. If for any reason Group does not provide all such information by the F&B Cut-Off Date, then the Hotel may assess a supplemental surcharge equal to **\$1.00** per menu per person to offset extra costs Hotel may incur when placing expedited food product orders to Hotel's suppliers.
- 5) Upon review of Group's final menus and Event requirements, Event Orders will be sent by Hotel to Group to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If Group does not advise Hotel of any changes on the Event Orders by the date requested by Hotel, Group agrees that the Event Orders will be considered accepted by Group as correct and Group will be billed accordingly.
- 6) Group must submit the **expected** number of attendees for each catered food function no later than **Noon (local Hotel time), ten (10) business days** prior to the first day of the Event. If for any reason Group's *expected* number of attendees are not submitted by the due date, Hotel will use the *anticipated* number of attendees listed in the Event Order as the basis to determine the *expected* number of attendees.
- 7) Group must inform Hotel of the **final guaranteed** number of attendees that will attend each of the catered food functions by contacting the Events/Catering Department by email or phone no later than **Noon (local Hotel time), three (3) business days** prior to the first day of the Event. Guarantees by text message cannot be accepted. Group may either reduce or increase the **expected** number of attendees when giving the **final guaranteed** number of attendees for each scheduled catered food function by up to 10% without incurring any liability to Hotel for additional costs or supplemental surcharges. The final guaranteed numbers cannot be further reduced without liability after this time.
- 8) At the time of informing the Hotel of the **final guaranteed** number of attendees, if Group **reduced** the *expected* number of attendees for a catered food function **by more than 10%**, then the Hotel may add a supplemental surcharge to the Group's Master Account equal to the actual menu price per person as stated on the applicable Event Order (plus taxes and applicable gratuity and service charge) multiplied by the number of attendees reduced in excess of 10%.
- 9) If the **final guaranteed** number of attendees for a catered food function is **increased by more than 10%** above the *expected* number of attendees, then the Hotel may add a supplemental surcharge equal to **\$1.00** per person multiplied by the number of additional persons over 10% to the Group's Master Account to cover costs incurred by the Hotel for

rush orders and overtime, and the menu offering may be based on Chef's Selection and Group agrees to accept such substitutions. This also applies if there are any increases to the final guaranteed number of attendees within three (3) business days before the start of the Event or if Group adds a new catered food function added within three (3) business days before the start of the Event.

- 10) If for any reason the notice of the **final guaranteed** number of attendees is *late*, then the *expected* number of attendees for the applicable catered food function will be used for billing purposes. Further, the menu offering for attendees in excess of the *expected* number of attendees may be based on availability of product and may be different from the selected menu. Group will be charged the *final guaranteed* attendance or the number of attendees served, whichever is greater. Hotel will only prepare food to the final guaranteed number of attendees, and will not guarantee setting the room for more than 3% above the final guaranteed number of attendees.

Gratuity and Service Charge

The combined gratuity and service charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently, the combined charge is equal to **23%** of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge (currently 13.34%) is a **gratuity** and will be fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The remainder of the combined charge (currently **9.66%**) is a **service charge** that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of Group's Event. Hotel will endeavor to notify Group in advance of Group's Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of Group's Event.

Master Accounts

It is Hotel's understanding that Group wants to establish credit with Hotel for the Master Account charges for this Event. Hotel will provide a credit application to the Group, which application must be fully completed and returned to the Hotel by the due date indicated by the Hotel. If the application is not received by the due date, or if the application is not approved by the Hotel, then Group agrees that the total estimated Master Account charges must be paid by company check, certified check, wire transfer or credit card no later than **30** days in advance of Group's arrival date.

On receipt and approval of the credit application, a Master Account will be set up for this Event. Hotel would like to review this Master Account with Group daily and have charges approved in writing by Group or Group's designee to eliminate discrepancies, however failure on Group's part to review charges while on site will not be a basis for disputing any charge.

If credit has not been approved for Group's Event, then no later than 30 days in advance of arrival, or **May 23, 2024**, Group will either provide Hotel with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, or provide payment of all remaining estimated Master Account charges by company check, certified check, or wire transfer card.

Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a negative change in Group's financial status, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after 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. Group must submit to Hotel an itemized list of any disputed charges within fifteen (15) 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 Group agree to pay the remainder immediately upon resolution of the dispute.

Impossibility

Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

Performance and Cancellation Policies

Sleeping Room Performance Policy

The Total Sleeping Room Nights Reserved under this Agreement will generate **\$127,710.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If Group does not use all of the sleeping rooms in Group's Room Block, Group agrees that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer Group's unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. If the Event is held as scheduled, Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of **90%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 90% of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Food and Beverage Performance Policy

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of **\$90,000.00** in banquet food and beverage ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes, or any other fees outside of food and beverage product sales.

Should Group fall short of this Total Anticipated Food and Beverage Revenue, whether due to reduction in size of Group's meeting, drop in attendance, change in food and beverage functions or otherwise, Group agrees that the Hotel will suffer damages that will be difficult to determine. Therefore, Group agrees that Group will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for Group's banquet food and beverage functions during Group's Event dates, plus any applicable state and local taxes as required by law. Group agrees that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

For example, if the Total Anticipated Food and Beverage Revenue is contracted at **\$20,000** and if the actual expenditure during the Event is **\$15,000**, then the food and beverage performance damages will equal **\$5,000 (\$15,000 - \$20,000)**

Once food and beverage functions have been established under the Event Orders sent to Group by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue. If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue. Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue, or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Cancellation Policy

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for Group's Event, plus additional revenue that the Hotel anticipates Hotel would receive from providing additional services to the Group and Group's attendees at additional charge. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the revenue represented by this Agreement, and also the opportunity to offer Group's unused facilities to others either individually or as part of another block and Hotel will incur additional costs in attempting to resell inventory that was already sold to Group. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel Group's Event for any reason other than due to a valid Impossibility occurrence, including changing Group's meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Anticipated Revenue for Group's Event, plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and December 23, 2021:	35 % =	\$76,198.50
Cancellation between December 24, 2022 and June 23, 2022:	45% =	\$97,969.50
Cancellation between June 24, 2022 and June 23, 2023:	55% =	\$119,740.50
Cancellation between June 24, 2023 and date of arrival:	65% =	\$141,511.50

Total Anticipated Revenue for this Event is **\$217,710.00**

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth below.

Payment of cancellation damages is due at the same time that Group deliver Group's written notice of cancellation to the Hotel. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Indemnification

Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Hotel Indemnified Parties**"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "**Claim(s)**"), 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 the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend 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 but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Hotel's 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.

Insurance

Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of Hotel's insurance coverage is satisfied by Hilton's Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether the Hotel participates.

Governing Law

The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

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 (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 by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover Hotel's reasonable attorney's fees incurred in such efforts to collect.

Renovation/Remodeling

As of the date of the signing of this Agreement, Hotel has no plans for renovation or remodeling of any facilities that will be utilized by Group pursuant to this Agreement, other than ordinary maintenance. If after this Agreement is signed, Hotel confirms any plans to remodel or renovate its facilities, Hotel agrees to inform Group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by Group; and
- d. Hotel's plan for minimizing impact of project on Group.

Hotel's plan to renovate or remodel will not constitute grounds for termination of this Agreement unless mutually agreed upon by both parties. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests.

Entire Agreement/Amendments/Changes

This Agreement, Exhibit A entitled "Standard Terms and Conditions" (attached hereto and incorporated herein by reference), Exhibit B entitled "Use of Exhibit Space" (attached hereto and incorporated herein by reference), and all other exhibits attached hereto (if any), upon signature by both parties below, together constitute the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by both Hotel and Group; provided, however, that this Agreement includes all signed or unsigned Event Orders issued by Hotel for this Event and that Group's final guarantee of attendance may be made by phone.

This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period).

Hotel will use the Sertifi system for the Hotel to upload the Agreement for eSignature by the parties.

If for any reason this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion.

For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (*i.e.*, Fed Ex) or email will be effective as of the date sent; or
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP: Washington State Council of Fire Fighters

By , its Agent

HOTEL:

**Hilton Hotel Employer LLC, as Managing Agent for The Downtown
Redevelopment Authority ("Owner"), d/b/a Hilton Vancouver
Washington**

By:

By: Christie Rust, CMP

Title:

Title: Director of Sales and Marketing

Dated:

Dated:

Schedule 1 – Schedule of Events and Meeting Space					
Date	Time	Event	Room*	Setup	AGR
Sun, 06/23/24	1:00 PM - 10:00 PM	Office	Alder	Office	10
Sun, 06/23/24	3:00 PM - 8:00 PM	Board Meeting	Board Room	Conference/Boardroom	20
Sun, 06/23/24	6:00 PM - 8:00 PM	Dinner	Board Room	Existing Setup	20
Sun, 06/23/24	6:00 PM - 2:00 AM	Client Hospitality Suite	Hemlock / Oak	Special Setup Instructions	10
Mon, 06/24/24	7:00 AM - 11:59 PM	Office	Alder	Special Setup Instructions	10
Mon, 06/24/24	7:45 AM - 9:00 AM	Breakfast	Board Room	Conference/Boardroom	20
Mon, 06/24/24	8:00 AM - 12:00 PM	Board Meeting	Board Room	Conference/Boardroom	20
Mon, 06/24/24	10:00 AM - 10:15 AM	Break	Board Room	Conference/Boardroom	20
Mon, 06/24/24	11:30 AM - 12:30 PM	Lunch	Board Room	Conference/Boardroom	20
Mon, 06/24/24	2:00 PM - 11:59 PM	Vendor Tables	Heritage Pre-Function	Exhibition - Table Top	14
Mon, 06/24/24	4:00 PM - 7:00 PM	Registration	Hotel Main Lobby	Registration	4
Mon, 06/24/24	5:00 PM - 7:30 PM	2nd District Meeting	Heritage E	Round Tables of 10	60
Mon, 06/24/24	5:00 PM - 7:30 PM	3rd District Meeting	Ash	Round Tables of 10	30
Mon, 06/24/24	5:00 PM - 2:00 AM	Client Hospitality Suite	Hemlock / Oak	Reception	100
Mon, 06/24/24	10:00 PM - 11:59 PM	Exhibits	Discovery Pre-Function	Exhibition - Table Top	7
Tue, 06/25/24	7:00 AM - 5:00 PM	Coffee Service	Heritage Pre-Function	Existing Setup	275
Tue, 06/25/24	7:00 AM - 5:00 PM	Exhibits	Discovery Pre-Function	Exhibition - Table Top	7
Tue, 06/25/24	7:00 AM - 5:00 PM	Registration & Vendors	Heritage Pre-Function	Registration	13
Tue, 06/25/24	7:00 AM - 11:59 PM	Office	Alder	Office	22
Tue, 06/25/24	8:15 AM - 8:30 AM	Committee Chairs Pre-Con	Heritage E	Conference/Boardroom	20
Tue, 06/25/24	9:00 AM - 5:00 PM	Collective Bargaining	Ash	Conference/Boardroom	17
Tue, 06/25/24	9:00 AM - 5:00 PM	Constitution & Bylaws	Cedar	Conference/Boardroom	24
Tue, 06/25/24	9:00 AM - 5:00 PM	Convention Site	Birch	Conference/Boardroom	23
Tue, 06/25/24	9:00 AM - 5:00 PM	Elections	Hemlock / Oak	Existing Setup	20
Tue, 06/25/24	9:00 AM - 5:00 PM	EMS	Board Room	Conference/Boardroom	24
Tue, 06/25/24	9:00 AM - 5:00 PM	General Session	Heritage Ballroom DCAB	Cabaret	300
Tue, 06/25/24	9:00 AM - 5:00 PM	Legislative	Heritage F	Conference/Boardroom	46
Tue, 06/25/24	9:00 AM - 5:00 PM	Organization & Policy	Heritage E	Conference/Boardroom	20
Tue, 06/25/24	9:00 AM - 5:00 PM	Pension	Discovery D	Conference/Boardroom	35
Tue, 06/25/24	9:00 AM - 5:00 PM	Public Relations	Discovery C	Conference/Boardroom	33
Tue, 06/25/24	9:00 AM - 5:00 PM	Rules	Alder	Existing Setup	12
Tue, 06/25/24	9:00 AM - 5:00 PM	Safety & Health	Spruce	Conference/Boardroom	23
Tue, 06/25/24	9:00 AM - 5:00 PM	Seminars & Education	Pine	Conference/Boardroom	24
Tue, 06/25/24	9:00 AM - 5:00 PM	Ways & Means	Discovery E	Conference/Boardroom	25
Tue, 06/25/24	12:00 PM - 1:30 PM	Lunch	Discovery ABC	Round Tables of 10	300
Tue, 06/25/24	2:30 PM - 5:00 PM	Afternoon Break	Heritage Pre-Function	Registration	275
Tue, 06/25/24	5:00 PM - 2:00 AM	Client Hospitality Suite	Hemlock / Oak	Reception	100
Wed, 06/26/24	6:00 AM - 5:00 PM	Room Hold	Hemlock / Oak	Existing Setup	
Wed, 06/26/24	7:00 AM - 11:59 PM	Office	Alder	Office	22
Wed, 06/26/24	8:00 AM - 4:00 PM	Coffee Service	Heritage Pre-Function	Existing Setup	350
Wed, 06/26/24	8:00 AM - 5:00 PM	Exhibits	Discovery Pre-Function	Exhibition - Table Top	7
Wed, 06/26/24	8:00 AM - 5:00 PM	Registration	Heritage Pre-Function	Registration	13
Wed, 06/26/24	9:00 AM - 5:00 PM	Collective Bargaining	Ash	Conference/Boardroom	17
Wed, 06/26/24	9:00 AM - 5:00 PM	Constitution & Bylaws	Cedar	Conference/Boardroom	24
Wed, 06/26/24	9:00 AM - 5:00 PM	Convention Site	Birch	Conference/Boardroom	23
Wed, 06/26/24	9:00 AM - 5:00 PM	Elections	Hemlock / Oak	Conference/Boardroom	40
Wed, 06/26/24	9:00 AM - 5:00 PM	EMS	Board Room	Conference/Boardroom	24
Wed, 06/26/24	9:00 AM - 5:00 PM	General Session	Heritage Ballroom DCAB	Special Setup Instructions	300
Wed, 06/26/24	9:00 AM - 5:00 PM	Legislative	Heritage F	Conference/Boardroom	46
Wed, 06/26/24	9:00 AM - 5:00 PM	Organization & Policy	Heritage E	Conference/Boardroom	54
Wed, 06/26/24	9:00 AM - 5:00 PM	Pension	Discovery D	Conference/Boardroom	35
Wed, 06/26/24	9:00 AM - 5:00 PM	Public Relations	Discovery C	Conference/Boardroom	33
Wed, 06/26/24	9:00 AM - 5:00 PM	Rules	Alder	Existing Setup	12
Wed, 06/26/24	9:00 AM - 5:00 PM	Safety & Health	Spruce	Conference/Boardroom	23
Wed, 06/26/24	9:00 AM - 5:00 PM	Seminars & Education	Pine	Conference/Boardroom	24
Wed, 06/26/24	9:00 AM - 5:00 PM	Ways & Means	Discovery E	Conference/Boardroom	25
Wed, 06/26/24	9:00 AM - 11:00 PM	Room Hold	Discovery Pre-Function	No Set Up Required	10
Wed, 06/26/24	12:00 PM - 1:30 PM	Lunch	Discovery ABC	Round Tables of 10	300
Wed, 06/26/24	2:30 PM - 3:00 PM	Afternoon Break	Heritage Pre-Function	Existing Setup	350
Wed, 06/26/24	5:00 PM - 2:00 AM	Client Hospitality Suite	Hemlock / Oak	Reception	100
Wed, 06/26/24	5:30 PM - 6:30 PM	Reception	Discovery ABC	Reception	350
Wed, 06/26/24	5:30 PM - 10:00 PM	Child Care Room	Discovery Ballroom DE	Conference/Boardroom	20
Wed, 06/26/24	5:30 PM - 10:00 PM	Kids Dinner	Discovery Ballroom DE	Special Setup Instructions	20

Wed, 06/26/24	6:30 PM - 10:00 PM	Dinner	Heritage Ballroom	Round Tables of 10	350
Thu, 06/27/24	7:00 AM - 11:59 PM	Office	Alder	Office	22
Thu, 06/27/24	8:00 AM - 12:00 PM	Coffee Service	Heritage Pre-Function	Registration	350
Thu, 06/27/24	8:00 AM - 5:00 PM	Exhibits	Discovery Pre-Function	Exhibition - Table Top	7
Thu, 06/27/24	8:00 AM - 5:00 PM	Registration	Heritage Pre-Function	Registration	13
Thu, 06/27/24	9:00 AM - 5:00 PM	Collective Bargaining	Ash	Conference/Boardroom	17
Thu, 06/27/24	9:00 AM - 5:00 PM	Constitution & Bylaws	Cedar	Conference/Boardroom	24
Thu, 06/27/24	9:00 AM - 5:00 PM	Convention Site	Birch	Conference/Boardroom	23
Thu, 06/27/24	9:00 AM - 5:00 PM	Elections	Hemlock / Oak	Classroom	40
Thu, 06/27/24	9:00 AM - 5:00 PM	EMS	Board Room	Conference/Boardroom	24
Thu, 06/27/24	9:00 AM - 5:00 PM	General Session	Heritage Ballroom DCAB	Special Setup Instructions	300
Thu, 06/27/24	9:00 AM - 5:00 PM	Legislative	Heritage F	Conference/Boardroom	46
Thu, 06/27/24	9:00 AM - 5:00 PM	Organization & Policy	Heritage E	Conference/Boardroom	54
Thu, 06/27/24	9:00 AM - 5:00 PM	Pension	Discovery D	Conference/Boardroom	35
Thu, 06/27/24	9:00 AM - 5:00 PM	Public Relations	Discovery C	Classroom	33
Thu, 06/27/24	9:00 AM - 5:00 PM	Rules	Alder	Existing Setup	12
Thu, 06/27/24	9:00 AM - 5:00 PM	Safety & Health	Spruce	Conference/Boardroom	23
Thu, 06/27/24	9:00 AM - 5:00 PM	Seminars & Education	Pine	Conference/Boardroom	24
Thu, 06/27/24	9:00 AM - 5:00 PM	Ways & Means	Discovery E	Conference/Boardroom	25
Thu, 06/27/24	12:00 PM - 1:30 PM	Lunch	Discovery ABC	Round Tables of 10	300
Thu, 06/27/24	1:30 PM - 5:00 PM	Afternoon Break	Heritage Pre-Function	Buffet - Standing	350
Thu, 06/27/24	3:00 PM - 5:30 PM	Board Meeting	Board Room	Conference/Boardroom	16
Fri, 06/28/24	8:00 AM - 9:30 AM	Breakfast	Board Room	Conference/Boardroom	20
Fri, 06/28/24	9:00 AM - 6:00 PM	Board Meeting	Board Room	Conference/Boardroom	20
Fri, 06/28/24	10:30 AM - 11:00 AM	Morning Break	Board Room	Conference/Boardroom	20

- ***Subject to change without notice.**
- **Group agrees to confirm with Hotel the assigned function space *before* printing any materials listing specific meeting or function locations.**
- **Agr = Number of Attendees**

EXHIBIT A

STANDARD TERMS AND CONDITIONS

BANQUET FUNCTIONS: For Group's organized food and beverage functions and meetings, the following will apply:

Overtime; End Time: Group agrees to begin Group's functions and meetings promptly at the scheduled start time(s) and to have Group's guests, invitees and other persons vacate the designated function space at the agreed upon end time(s). Group understands that Hotel may have contractual obligations with other customers for their exclusive use of some or all of Group's assigned meeting and function space following the scheduled conclusion of Group's meetings/functions. So as to allow for the efficient transition from Group to any potential other customers, Group agrees to completely vacate (clean and clear) out of each of the assigned meeting and function spaces no later than the applicable end time(s) as noted in the Schedule of Events. Group agrees that Hotel may add charges to the Group's final invoice, and Group agrees to pay such charges, for the actual costs and expenses incurred by Hotel related to Group's failure to completely vacate the meeting and function spaces by the indicated end time(s). Costs and expenses may include, but are not limited to, additional costs of Hotel labor including overtime wage payments to ensure that the meeting and function space are cleared and cleaned, costs for storing Group's property and materials that were not removed from the meeting and function spaces, and reimbursement of damages and costs incurred by Hotel related to the Hotel's inability to provide the contracted meeting and function space to other customers by their respective start times.

Set Up Charges: Upon receipt and review of Group's Event requirements, should Hotel reasonably determine that extensive meeting room set-ups or elaborate staging will be required, Hotel will advise Group of the potential set-up charges to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting this additional equipment.

Additional Spend: Group agrees to pay the Hotel for any food, beverages and other services not expressly set out in the Agreement and but provided on Group's request during the Event. On or before the arrival date, Group will confirm to Hotel in writing the names of those persons who Group has authorized to sanction additional spend at the Event over and above the contracted amounts. All Hotel's records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of Group's authorized signatories to be checked and signed on a daily basis. Failure of Group's authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges.

Outside Food and Beverage: Due to applicable law, Group may not bring alcoholic beverages into the Hotel for Group's Event. Group must obtain Hotel's prior approval before Group bring any food or non-alcoholic beverages from outside sources into Hotel's Hotel. If approval is granted by Hotel, Group may be required to sign a hold harmless and indemnification agreement in the form currently in use at Hotel if food or beverage products not purchased by Hotel but served by Hotel staff are brought in for consumption by Group's attendees. Service fees will apply to any outside food or beverage served in Hotel's function space, regardless whether Hotel labor is required.

Displays and Decorations; Group's Property: Group may, at Group's option, purchase insurance to cover Group's personal property, including decorations, special objects and other property. To the fullest extent permitted by law, Hotel is not responsible for any loss or damage to property belonging to Group or Group's attendees, and Hotel does not maintain insurance covering such personal property. All displays and/or decorations will be subject to Hotel's prior written approval and Hotel reserves the right to contract and charge Group for Hotel staff to provide the labor for any installations or removals of such. Hotel can advise Group of such potential charges upon request.

Outside Contractors: Should Group elect to utilize outside contractors on Hotel premises during Group's Event, Group must notify Hotel at least ten (10) days in advance of Group's Event. Hotel may require that Group's outside contractors sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for similar outside contractors, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance to be determined in Hotel's sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on Hotel's Hotel premises. In some instances, despite Group's use of an outside contractor, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Group agrees to pay the fees and/or charges associated with these services. Upon request by Group, Hotel will disclose prior to the Event those services that are required to be performed by Hotel labor (if any) as well as the potential fees and charges associated with such Hotel labor usage.

Conduct of Event: To the fullest extent permitted by law, Group assumes full responsibility for any damage done to Hotel premises and property during Group's Event (reasonable wear and tear excepted), but only to the extent such damage is caused by Group, Group's employees, guests, agents, or contractors, including any damage done resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items. For clarity, Group will not be responsible for damage caused by guests to guest rooms unless Group has guaranteed payment of the room rate and incidentals for such guest rooms, given that in those instances the Hotel will not always have a credit card on file from the individual guest. Group agrees that Group's use of function space will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates offensive smells. Group will not use such items without advance approval from Hotel. Hotel must exercise reasonable discretion by taking into account the nature of the function when determining whether the function is in fact creating an *unreasonable* disturbance (i.e., noise levels associated with a live band or music provided for 500+ guests will generate high levels of noise). Hotel reserves the right to end Group's use of function space immediately if Group does not promptly comply with Hotel's request to reduce or eliminate any such disturbance, in which case Group will remain responsible for payment of all charges related to Group's use of the function space and no refunds will be issued by Hotel.

Fire Safety: For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event function that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are Group's responsibility and final approved copies of all such permits must be provided to Hotel at least three (3) days prior to Group's Event. Should Group require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and Group will be responsible for all costs associated therewith.

Security: If required, in Hotel's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of the Group's Event, Group will provide, at Group's expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. ***Such security personnel may not carry weapons.*** Group's security agency will be required to provide

proof of insurance and sign a hold harmless agreement in the form currently in use at Hotel before they will be allowed to provide services on Hotel premises.

GUEST RESERVATION INFORMATION: If Group requests that Hotel provide Group and/or Group's representative(s) with access to guest reservation information pertaining to guests who have reserved rooms at the Hotel as part of the Room Block established pursuant to this Agreement, then Group certifies that Group have already obtained, or will obtain, consent from each of Group's attendees for the Hotel or Hilton Domestic Operating Company Inc. ("**Hilton**") to provide to Group and/or Group's representative(s) such attendee's reservation information, and Group further agree to reimburse Hotel and Hilton for any costs, damages, fees or expenses of any kind arising from any claim(s) by an attendee relating to the Hotel's or Hilton's disclosure of any attendee's reservation information.

TRANSMISSION AND USE OF GUEST DATA: The Hotel handles guest personal information in a manner consistent with Hilton's [Global Privacy Statement](#). The Hotel is committed to collecting, protecting, and using personal information in a reasonable manner in accordance with laws applicable to the Hotel, including the European Union's General Data Protection Regulation (Regulation (EU) 2016/679) ("**GDPR**"). Pursuant to GDPR, each party acts as an independent "Data Controller" with respect to its processing of personal information in connection with this Agreement, and each party will comply with its respective obligations as such. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual. Group represents that Group has authority from each guest to share guest data with the Hotel as provided herein to secure the reservation(s). The Hotel agrees to treat such guest data in accordance with Hilton's [Global Privacy Statement](#), and the Hotel will be a "Data Controller" for such data.

AUXILIARY AIDS: The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, Group agree that Group will be responsible for the procurement and payment of all charges for auxiliary aids and services required by Group's Event or program attendees in the meeting or function space that Group have reserved. Hotel will, upon Group's request, furnish Group with the names of businesses Group can contact to obtain these aids. Group agree that one week in advance of Group's Event Group will furnish to Hotel a list of any auxiliary aids and/or services that Group will be providing for Group's attendees in the meeting or function space that Group have reserved. Group also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for Group's Event.

COMPLIANCE WITH LAWS: Each party agrees to comply with all applicable laws and regulations related to the Event that is the subject of this Agreement, including without limitation, health and safety codes, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. Each party agrees to cooperate with the other party and any relevant government authority to ensure compliance with such applicable laws and regulations. Group expressly acknowledges and agrees that Hotel's ability to perform under this Agreement is subject to Hotel's compliance with applicable laws, including but not limited to sanctions laws and regulations. In addition to any other legal rights and remedies available to Hotel under applicable laws, Hotel may cancel the Event and this Agreement without liability to Group, Group's attendees or any third parties who may otherwise have benefitted from the use of Hotel facilities under this Agreement if Hotel reasonably believes it is necessary to do so in order for Hotel to comply with Hotel's obligations under all applicable laws or regulations.

PROMOTIONAL CONSIDERATIONS: Hotel has the right to review and approve any advertisements or promotional materials in connection with Group's Event that specifically reference the name of the Hotel or a name or logo owned by Hilton. Group agrees that Hotel may share Group's Event and event planner information with Hotel's third party providers who offer support services to groups holding meetings/functions at the Hotel, including audio/visual services, decorators, florists, and others.

HOTEL'S RIGHT TO CANCEL FUTURE CONTRACTED EVENTS: Should the Group's Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to Hotel's other remedies, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional events/meetings to be held in the future at the Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements. Additionally, should employees, agents, contractors or attendees of the Group entity signing this Agreement cause unreasonable damage or disruption to Hotel's premises, operations or guests, or in the event of any criminal activity on Hotel's premises arising out of or related to Group's Event, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements already contracted for additional functions/meetings to be held in the future at this Hotel, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the applicable event agreements.

SUCCESSORS AND ASSIGNS: The commitments made by each party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. If an assignment is completed, Group agrees to notify Hotel no later than 30 days following the close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if the assignment is approved (such consent not to be unreasonably withheld by Hotel, although the Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. Group may not re-sell reservations. If Hotel becomes aware of any violation of this section, Hotel may immediately terminate the Agreement without incurring any liability to Group for contracted rooms or rates and Group will be responsible for any damages resulting from the cancellation as set forth herein.

SEVERABILITY; NON-WAIVER: Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive that party's right to enforce that or any other term or condition at any time.

EXHIBIT B
USE OF EXHIBIT SPACE

All exhibits (professional booth, poster board, auction or tabletop) held on Hotel property, including exhibit halls, meeting rooms, ballrooms, pre-function or public areas coded for occupancy, suites, parking structures or outdoor space, are subject to the following rates and policies:

- Adherence with all state and city ordinances and permit requirements
- Written Fire Marshal approval
- Permit and associated fees are the sole responsibility of the Group
- Security and associated fees are the sole responsibility of the Group
- Adherence with all Hotel production and exhibit policies

Current Exhibit Rates*

- Load in/out dates: \$0.05 per square foot
- Show dates: **\$0.15** per square foot

* Hotel will guarantee a maximum yearly increase of 3-5% to the above 2021 exhibit rates. Hotel will advise Group of the applicable rates approximately twelve (12) months prior to Group's Event.

Rentals, Cleaning and Other Services

- All set equipment, including but not limited to tables, chairs, linen, wastebaskets, and easels will be charged at prevailing rental rates.
- All cleaning of exhibit area including aisles and booths will be charged at prevailing rates.
- All audio visual, power, Internet, telecommunications, food and beverage or other Hotel provided product, equipment or services will be charged at then-current 2024 published rates.

Exhibitor Guidelines

Group's use of exhibit space will also be subject to the terms and conditions of the Hotel's then current exhibitor guidelines, which will be provided to Group by Group be assigned Event Manager approximately **one year** prior to Group's major arrival date.

If Group uses the exhibition premises of the Hotel as part of the Event, then to the fullest extent permitted by law, Group assumes responsibility for any claims (such as for losses or damages to persons or property) arising out of the use of the exhibition premises of the Hotel but only to the extent any such claim is caused by Group's employees, agents, contractors, attendees or exhibitors. Nothing in this clause shall require Group to be liable for that portion of any claim caused by the Hotel's employees, agents or contractors.

In order to protect both Group and the Hotel, Group agrees to include the following "**Exhibitor Responsibility Clause**" in every exhibitor contract entered into between Group and each exhibitor:

Exhibitor Responsibility Clause: To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless **Hilton Vancouver Washington** ("Hotel") and Hotel's owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as **Washington State Council of Fire Fighters** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity obligations in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

To ensure that Group has inserted the correct "Exhibitor Responsibility Clause" into the exhibitor contract, Hotel reserves the right to require that Group submit a **proof** of the Group's exhibitor contract to Hotel **before** such exhibitor contract is sent by Group to the Group's exhibitors.

EXHIBIT A
MEETING PLANNER BONUS ACKNOWLEDGEMENT FORM

Dear Business Associate,

Hilton values your business and our relationship, which we have worked hard to develop and nurture. We may provide to the Event Planner designated in the sales agreement certain **Honors bonus points** under the Hilton Honors "Event Planner Program" in connection with qualifying group events booked at Hilton portfolio of hotels which have agreed as part of the booking contract to award points to an Event Planner.

While it is our pleasure to extend this opportunity to Event Planners, in this climate of heightened ethical awareness and increased scrutiny of business practices which we read about every day, we believe it is advisable to ask Event Planners receiving Honors points under the Event Planner Program, to have their supervisor or superior confirm that their acceptance of such points will not violate their organization's code of conduct or similar ethical policies, and that appropriate disclosures have been made.

To help both of us satisfy this requirement, please have your supervisor or superior sign and return the attached acknowledgement form.

We look forward to our continued relationship and hope you embrace and understand the spirit behind this request.

Acknowledgement Card:

Please detach this card mail or fax to:

Your supervisor may also complete and return this form by email to:

Event Planner Acknowledgement Form

On behalf of I hereby acknowledge that may accept Honors bonus points under the Hilton Honors Event Planner Bonus Program for booking a qualifying event at the (Hilton Vancouver Washington) for an event known as and to be held on or about from Hilton Honors Worldwide, LLC, and that such acceptance is in compliance with our internal policies.

Print Name

Authorized Signature

Date

Title