

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Baltimore Marriott Waterfront ("Hotel"), 700 Aliceanna Street, Baltimore, MD, 21202, (410) 385-3000 and National Energy & Utility Affordability Coalition NEUAC ("Group").

ORGANIZATION: National Energy & Utility Affordability Coalition
CONTACT:

Name: Katrina Metzler
Job Title: Executive Director
Street Address: P.O. Box 33878
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Country/Region: United States of America
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Name: Jennifer Whiting
Job Title: Executive Director, Client Logistics
Street Address: 2 Hamill Road. Suite 309
City, State, Postal Code: Baltimore, MD 21210
Country/Region: United States of America
Phone Number: (443) 627-2203
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NAME OF EVENT: NEUAC Annual Conference 2028
REFERENCE #: M-UE4A47I
OFFICIAL PROGRAM DATES: Friday, 06/09/2028 - Thursday, 06/15/2028

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, **2,270 room** nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Deluxe King	Government	Staff	Presidential Suite	Junior Suite	Run of House	Total Rooms
06/09/2028	Fri	0	0	0	0	0	10	10
06/10/2028	Sat	0	5	10	0	0	45	60
06/11/2028	Sun	10	25	10	1	2	252	300
06/12/2028	Mon	10	50	10	1	2	527	600
06/13/2028	Tue	10	50	10	1	2	527	600
06/14/2028	Wed	10	50	10	1	2	527	600
06/15/2028	Thu	0	0	0	0	0	100	100

Start Date	End Date	Room Type	Single
06/11/2028	06/14/2028	Deluxe King	\$249.00
06/10/2028	06/14/2028	Government (Run of House)	Prevailing Per Diem Rate (currently \$150.00 for June in Baltimore City, MD)
06/10/2028	06/14/2028	Staff	\$187.00
06/11/2028	06/14/2028	Presidential Suite	COMP
06/11/2028	06/14/2028	Junior Suite	\$249.00
06/09/2028	06/15/2028	Run of House	\$249.00

Hotel's room rates are subject to applicable state and local taxes (currently 17.5%) in effect at the time of check-out.

GOVERNMENT RATES

Hotel reserves the right to charge the prevailing U.S. government prescribed per diem in effect at the time of the meeting

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide National Energy & Utility Affordability Coalition with the following special concessions:

1. One (1) Complimentary one-bedroom Presidential Suite with arrival on Sunday, June 11, 2028, through departure on Thursday, June 15, 2028.
2. Two (2) Junior Suites at the group rate of \$249.00 with arrival Sunday, June 11, 2028, through departure on Thursday, June 15, 2028.
3. Ten (10) Deluxe King upgrades at the group rate of \$249.00 with arrival on Sunday, June 11, 2028, through departure on Thursday, June 15, 2028.
4. Ten (10) staff rooms per night at \$187.00 discounted rate with arrival on Saturday, June 10, 2028, through departure on Thursday, June 15, 2028. Staff rooms are not applicable towards complimentary rooms earned and rebates.
5. Group rate to be extended to 3 days pre and post group dates based on availability.
6. Complimentary guestroom internet for all members of Marriott Bonvoy. Free to sign up online or upon arrival.
7. Hotel will supply three (3) complimentary Valet parking spaces with in-and-out privileges for the duration of the event.
8. Ten (10) Welcome amenities, valued at \$35.00 (Chef's choice) with review from meeting planner
9. Hotel to donate One Jr Suite upgrade at the group rate for 4 days to use for the 2028 conference for the 1st attendee to register at the 2027 conference
10. No charge for podiums, easels or staging (provided up to hotel inventory)
11. Complimentary dedicated wireless internet for registration (private SSID and password)
12. Complimentary wireless internet in the meeting space for up to 800 attendees to support the conference app and general browsing
13. Hotel will offer 25% discount on 2028 published A/V equipment with exclusive use of Encore A/V, excluding rigging, labor.
14. Hotel will provide complimentary AM/PM Break (items of hotel's choice) for up to ten (10) people in the staff office.
15. Hotel will offer fifteen percent (15%) discount on 2028 published menu prices, excluding alcohol or customized menus. \$200,000.00 food and beverage minimum must still be met after discount. If group prefers customized menus can be designed (not applicable to discount)
16. Hotel will waive handling fees for up to fifty (50) boxes up to 75lbs. each
17. Fall Pre Planning + Board Meeting: The Hotel will provide two complimentary meeting rooms (crescent rounds of 7 for 80 people for the meeting and a meal room) and guestrooms at the 2028 negotiated group room rate on **September 12-15, 2027**. Meeting rooms and Wi-Fi will be compliments of the Hotel. Group will be responsible for all applicable food & beverage, audio-visual, taxes, service charge. No contract penalty fees will be imposed.
 - Day 1 - Arrival Day-- Tuesday - 40 rooms
 - Day 2 - Planning Meeting -Wednesday - 50 rooms
 - Day 3 - Board Strategic Planning Meeting - Thursday - 50 rooms
 - Day 4 - Departures- FridayRates available pre and post 2 days
18. Hotel will honor 25K Marriott Bonvoy points for the MSI planner and NEUAC upon the agreement being sign by May 29, 2026
19. Double Marriott Bonvoy Points (not to exceed maximum points earning per event, based on Marriott Bonvoy Member status)

COMPLIMENTARY ROOMS

Group will be entitled to one (1) complimentary room night for every forty-five (45) revenue-generating room nights occupied on a cumulative basis. Any rooms with rates discounted below the group rate will not be calculated in the complimentary allotment, such as staff rooms. Complimentary guest rooms must be utilized during the Official Program Dates of Event.

COMMISSION

The group package rates listed above include a commission of **seven percent (7%)** on all utilized room nights, excluding, resort fee, rebate, or any other fees packaged into the rates, and any rooms discounted off the package rate quoted herein, payable to Event Consultants, with the IATA number any rooms discounted off NEUAC's package rate, payable to MSI, with the IATA number **21578760**. Commission payment will be processed forty-five (45) days after NEUAC's departure date. Hotel and NEUAC agree that the commission for the booking of this Event is non-cancelable and non-transferable to any other party. Hotel will not be liable for any commission fee to any other entity.

ROOMS OUTSIDE THE BLOCK

Solely for purposes of calculating National Energy and Utility Affordability Coalition pickup, at National Energy and Utility Affordability Coalition's request, one time after the Event, Hotel will compare the Hotel's in-house guest list with National Energy and Utility Affordability Coalition's registration list. The National Energy and Utility Affordability Coalition's registration list must be provided to Hotel in Excel format, and the Hotel will be solely responsible for conducting the comparison. National Energy and Utility Affordability Coalition acknowledges that National Energy and Utility Affordability Coalition is responsible for notifying individuals on its registration list that their personal data will be shared with Hotel for purposes of conducting the comparison, and for obtaining any required consent to do so. Hotel will not disclose to National Energy and Utility Affordability Coalition Hotel's in-house guest list. National Energy and Utility Affordability Coalition agrees to maintain the confidentiality of any information made available to the National Energy and Utility Affordability Coalition in connection with the comparison, and the National Energy and Utility Affordability Coalition will indemnify, defend, and hold harmless the Hotel from any claims arising out of National Energy and Utility Affordability Coalition's failure to maintain confidentiality or to comply with data protection laws and regulations. Hotel will use the National Energy and Utility Affordability Coalition's registration list only for purposes of conducting the comparison and will promptly destroy the list provided by the National Energy and Utility Affordability Coalition after the comparison is complete. For clarity, nothing in this section will prevent Hotel from processing the personal data of Hotel guests in accordance with its privacy policy.

National Energy and Utility Affordability Coalition will be due commission on Rooms Outside the block, provided that (i) such commission payments are calculated based on the applicable rate associated with Rooms Outside the Block, and (ii) the total number of room nights commissionable to National Energy and Utility Affordability Coalition will not exceed the total number of rooms in the contracted room block. However, no commission payments will be due to National Energy and Utility Affordability Coalition for any group bookings or individual traveler reservations that are commissionable to any other travel agency or company.

LOWEST GROUP RATE

Hotel agrees that the group room rate provided to National Energy and Utility Affordability Coalition will be no higher than the group room rate provided to any other comparable group business over the following dates: Monday June 12, 2028, through Wednesday, June 14, 2028. For purposes of this paragraph, "comparable group business" means group business that, when compared to National Energy and Utility Affordability Coalition's Event: (a) is of equal or lesser anticipated revenue (both from rooms and food and beverage); (b) has a similar room night pattern and is booked entirely in the same Hotel season; and (c) is booked a similar amount of time in advance. It does not include group business that involves significantly different special terms or conditions, nor business with groups whose room rates are based in part on a longer-term business arrangement.

METHOD OF RESERVATIONS

Hotel is pleased to offer **National Energy & Utility Affordability Coalition** the use of an online group reservations system. All reservations will be made by individuals on-line at a URL to be established by hotel, or via a rooming list to be provided by the meeting planner or its designee. All reservations must be made by the Cutoff Date of **5:00 PM EST, Thursday, May 11, 2028**, in order to be eligible for the group rate. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate. If the meeting planner or its designee is submitting a rooming list, it must be submitted in the Hotel rooming list format for automatic upload into the online group reservations system. Attendees may modify or cancel reservations by calling Marriott reservations at 1 (800) 228-9290 or (410) 385-3000.

The Hotel will supply a username and password to provide you with 24/7 online access to your groups' information and reports

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by National Energy & Utility Affordability Coalition. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATE

Reservations by attendees must be received on or before **5:00PM, Thursday, May 11, 2028** (the “Cutoff Date”). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the National Energy & Utility Affordability Coalition group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect National Energy & Utility Affordability Coalition’s obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

EARLY DEPARTURE FEE

National Energy & Utility Affordability Coalition acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – **a one nights fee compensation** for the Hotel by unscheduled early departures (an “Early Departure Fee”). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee’s scheduled departure date, without having notified the Hotel at check-in of the change in scheduled departure. To the extent that Early Departure Fees are collected National Energy & Utility Affordability Coalition’s attendees on a date as to which National Energy & Utility Affordability Coalition incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees actually collected – up to the amount of the attrition payment attributable to that date – will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel’s control National Energy & Utility Affordability Coalition agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee’s rooms reservation.

ROOM BLOCK REVIEW

The room block will be reviewed 60 days after the 2027 conference, scheduled for June 6-11, 2027, to compare to actual pick up of the 2027 conference. On this date the parties will evaluate the room and space commitments based on research of the Group’s previous usage, current pick-up to date and other relevant factors. If necessary, the Hotel and the Group shall mutually agree to any adjustments (increase or decrease) to the guest room block and space commitments (maximum of 5%). All room and space commitments will be finalized on the date set forth above. The Hotel shall confirm in writing any changes to the contract which result from the review by the Group and the Hotel of the room and space commitments agreed to and outlined in the Program of Events. If Group reduces the Room Night Commitment by more than the above-stated percentage, then the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment. Any modifications will not affect either party’s obligations under this Agreement unless a written amendment to this Agreement is agreed upon by both parties.

HOTEL RELOCATION PROCEDURE

The Hotel agrees Group reservations will be given priority over individual reservations with the exception of Bonvoy Platinum, Titanium, and Ambassador Elite reservations. In the unlikely event that the Hotel is unable to provide guest room to an Event attendee holding a confirmed reservation, Hotel will provide for each attendee for the nights the attendee is not accommodated:

- a) Arrangements for accommodations at a comparable nearby Hotel and payment for that night’s accommodations
- b) Free transportation for attendee to and from Hotel
- c) Priority reservations for the first available room at Hotel the next night
- d) One long distance phone call of reasonable length to notify of change of location

NO ROOM TRANSFER BY GUEST

National Energy & Utility Affordability Coalition agrees that neither National Energy & Utility Affordability Coalition 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 National Energy & Utility Affordability Coalition reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply:

- **Individuals to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).**
- **Staff/Suites/VIP’s room and tax to master**

MASTER ACCOUNT

Hotel must be notified in writing at least seven (7) days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of National Energy & Utility Affordability Coalition's credit. If credit is approved, the outstanding balance of National Energy & Utility Affordability Coalition Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

National Energy & Utility Affordability Coalition will raise any disputed charge(s) within seven (7) days after receipt of the invoice. The Hotel will work with National Energy & Utility Affordability Coalition in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

National Energy & Utility Affordability Coalition has indicated that it has elected to use the following form of payment:

- ☐ Cash, money order, or other guaranteed form of payment
☒ Credit card (We accept all major credit cards)
☐ Company check or Electronic Funds Transfer
☒ Direct Bill

In the event that credit is not approved, National Energy & Utility Affordability Coalition agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

ADVANCE PAYMENT SCHEDULE (only if Direct billing is not approved)

National Energy & Utility Affordability Coalition agrees to make the following advance payments, only if direct billing is not approved.

60 days prior to arrival	\$75,000
14 days prior to arrival	Remaining estimated balance

The above payments will be applied to payment of the Master Account. In the event that the payments exceed the balance of the Master Account, including any liquidated damages associated with cancellation/attrition by National Energy & Utility Affordability Coalition, Hotel will refund the difference between the payments and the balance of the Master Account within thirty (30) days.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by National Energy & Utility Affordability Coalition, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Post As/Signage	Set-Up Style	#People	Function Space
6/10/2028	Sat	8:00 AM	11:59 PM	Office - Logistics	Conference	1	Atlantic
6/11/2028	Sun	8:00 AM	11:59 PM	Office - Logistics	Conference	15	Atlantic
6/11/2028	Sun	8:00 AM	11:59 PM	Registration	Registration	1	GB Reg Desk
6/12/2028	Mon	6:00 AM	11:59 PM	New Parent Room	Conference	15	Bristol
6/12/2028	Mon	8:00 AM	5:00 PM	NEUAC Board Meeting	Crescent Rounds of 6 pp	80	Waterview Ballroom
6/12/2028	Mon	8:00 AM	11:59 PM	Breakout 8	Theatre	130	Laurel A-D

6/12/2028	Mon	8:00 AM	11:59 PM	Pre-Con 6	Theatre	130	Essex A-C
6/12/2028	Mon	8:00 AM	11:59 PM	Pre-Con 7	Theatre	130	Harbor A
6/12/2028	Mon	8:00 AM	11:59 PM	Pre-Con 1	Theatre	130	Dover A-C
6/12/2028	Mon	8:00 AM	11:59 PM	Pre-Con 2	Theatre	130	Harbor B
6/12/2028	Mon	8:00 AM	11:59 PM	General Session Set Up	Crescent Rounds	800	GB 5-10
6/12/2028	Mon	8:00 AM	11:59 PM	Pre-Con 3	Theatre	130	Harbor D
6/12/2028	Mon	8:00 AM	11:59 PM	Pre-Con 4	Theatre	130	GB 1-4
6/12/2028	Mon	8:00 AM	11:59 PM	Pre-Con 5	Theatre	130	Harbor E
6/12/2028	Mon	8:00 AM	11:59 PM	Registration	Registration	1	GB Reg Desk
6/12/2028	Mon	8:00 AM	11:59 PM	Speaker Ready Room	Rounds of 8	50	Chasseur
6/12/2028	Mon	8:00 AM	11:59 PM	Office - Logistics	Conference	15	Atlantic
6/12/2028	Mon	12:00 PM	11:59 PM	Exhibits Set Up	Exhibits	15	GB FN
6/12/2028	Mon	6:00 PM	8:00 PM	Reception -Seated	Cocktail Rounds	500	Harbor C
6/13/2028	Tue	6:00 AM	11:59 PM	New Parent Room	Conference	15	Bristol
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 8	Theatre	130	Laurel A-D
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 1	Theatre	130	Dover A-C
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 2	Theatre	130	GB 1-4
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 3	Theatre	130	Harbor A
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 4	Theatre	130	Harbor B
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 5	Theatre	130	Harbor D
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 6	Theatre	130	Harbor E
6/13/2028	Tue	8:00 AM	11:59 PM	Breakout 7	Theatre	130	Essex A-C
6/13/2028	Tue	8:00 AM	11:59 PM	Registration	Registration	1	GB Reg Desk
6/13/2028	Tue	8:00 AM	11:59 PM	Speaker Ready Room	Rounds of 8	50	Chasseur
6/13/2028	Tue	8:00 AM	11:59 PM	Office - Logistics	Conference	15	Atlantic
6/13/2028	Tue	9:00 AM	5:00 PM	Plenary	Crescent Rounds	800	GB 5-10
6/13/2028	Tue	7:00 AM	9:00 AM	Breakfast Buffet		675	GB 5-10
6/13/2028	Tue	12:00 PM	1:00 PM	Lunch Buffet		800	GB 5-10
6/13/2028	Tue	9:00 AM	11:59 PM	Exhibits	Exhibits	750	GB FN
6/14/2028	Wed	6:00 AM	11:59 PM	New Parent Room	Conference	15	Bristol
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 8	Theatre	130	Laurel A-D
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 1	Theatre	130	Dover A-C
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 2	Theatre	130	GB 1-4
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 3	Theatre	130	Harbor A
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 4	Theatre	130	Harbor B
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 5	Theatre	130	Harbor D
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 6	Theatre	130	Harbor E
6/14/2028	Wed	8:00 AM	11:59 PM	Breakout 7	Theatre	130	Essex A-C
6/14/2028	Wed	8:00 AM	11:59 PM	Registration	Registration	1	GB Reg Desk
6/14/2028	Wed	8:00 AM	11:59 PM	Speaker Ready Room	Rounds of 8	50	Chasseur

6/14/2028	Wed	8:00 AM	11:59 PM	Office - Logistics	Conference	15	Atlantic
6/14/2028	Wed	9:00 AM	5:00 PM	Plenary	Crescent Rounds	800	GB 5-10
6/14/2028	Wed	7:00 AM	9:00 AM	Breakfast Buffet		675	GB 5-10
6/14/2028	Wed	12:00 PM	2:00 PM	Lunch		720	GB 5-10
6/14/2028	Wed	9:00 AM	11:59 PM	Exhibits (Table tops)	Exhibits	750	GB FN
6/15/2028	Thu	6:00 AM	2:00 PM	Speaker Ready Room	Rounds of 8	50	Chasseur
6/15/2028	Thu	6:00 AM	2:00 PM	New Parent Room	Conference	15	Bristol
6/15/2028	Thu	7:00 AM	2:00 PM	Registration	Registration	1	GB Reg Desk
6/15/2028	Thu	8:00 AM	10:00 AM	Plenary	Crescent Rounds	1	GB 5-10
6/15/2028	Thu	8:00 AM	9:00 AM	Breakfast Buffet		550	
6/15/2028	Thu	8:00 AM	1:00 PM	Breakout 1	Theatre	130	Dover A-C
6/15/2028	Thu	8:00 AM	1:00 PM	Breakout 2	Theatre	130	GB 1-4
6/15/2028	Thu	8:00 AM	1:00 PM	Breakout 3	Theatre	130	Harbor A
6/15/2028	Thu	8:00 AM	1:00 PM	Breakout 4	Theatre	130	Harbor B
6/15/2028	Thu	8:00 AM	1:00 PM	Breakout 5	Theatre	130	Harbor D
6/15/2028	Thu	8:00 AM	1:00 PM	Breakout 6	Theatre	130	Harbor E
6/15/2028	Thu	8:00 AM	1:00 PM	Breakout 7	Theatre	130	Essex A-C
6/15/2028	Thu	8:00 AM	5:00 PM	Office - Logistics	Conference	15	Atlantic
6/15/2028	Thu	8:00 AM	11:59 PM	Breakout 8	Theatre	130	Laurel A-D

All meeting rooms, food and beverage, and related services are subject to applicable taxes (currently 6%) and service charge (currently 26%) in effect on the date(s) of the event.

EXHIBITS IN HOTEL

Due to the layout of the Hotel, storage space is not available for display materials and/or show merchandise. At the conclusion of the set-up operation, all related equipment, crates, trash, etc. must be removed from the premises no later than the last day of the exhibit show period.

It is understood that the primary nature of Group's exhibits is twenty-five (25) 6' Tabletops. The table-top exhibits will remain in place for the duration of the conference. Some of these tables will be used to display the Group's literature and raffle prizes. Approximately twenty (20) of these tables will be used by exhibitors.

Based on the above number of booths and or tabletops and square footage required and the other revenue the Event will bring to the Hotel as set forth in this Agreement, Hotel will waive the rental fee. This waiver is based on the floor plan and booth arrangements specified.

The above rental agreement includes:

1. The exhibit facility as programmed
2. General maintenance of aisles, Hotel lighting, heating, air conditioning, and ventilation

The above rental agreement does not include:

1. Drayage and placement of display equipment
2. Decoration and related services
3. Security services
4. Labor; for example, carpenters, electricians, and drapers
5. Storage of any exhibit-related materials
6. Additional Lighting and electrical power (not including wall power, which is included)
7. Gas or water supply

DAMAGE TO FUNCTION SPACE

National Energy & Utility Affordability Coalition agrees to pay for any damage to the function space that occurs while National Energy & Utility Affordability Coalition is using it. National Energy & Utility Affordability Coalition will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than National Energy & Utility Affordability Coalition and its attendees.

FACILITY FEES

Based on National Energy & Utility Affordability Coalition's requirements, Hotel's function space fees would be \$50,000.00. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees.

ROOMS ATTRITION – Cumulative

Hotel is relying upon National Energy & Utility Affordability Coalition's use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. National Energy & Utility Affordability Coalition agrees that a loss will be incurred by Hotel if National Energy & Utility Affordability Coalition's actual usage is less than **eighty-five percent (85%)** of the Room Night Commitment.

Hotel agrees to allow for a **fifteen percent (15%)** reduction in the Room Night Commitment. At the conclusion of National Energy & Utility Affordability Coalition's Event, Hotel will subtract the rooms revenue derived from the Event (excluding revenue derived from pre- and post- program stays) and the amount of any permissible attrition National Energy & Utility Affordability Coalition has taken from the Room Night Commitment set forth above. Any remaining amount, less any mandatory fees or charges included in the room rates, will be posted as attrition charges to National Energy & Utility Affordability Coalition's Master Account plus applicable taxes.

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.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than **twenty percent (20%)**, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

National Energy & Utility Affordability Coalition agrees to a minimum banquet food and beverage revenue of **\$200,000.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices one year prior to National Energy & Utility Affordability Coalition's arrival date. National Energy & Utility Affordability Coalition shall provide Hotel with no less than 72 hours prior to the first scheduled function advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

CANCELLATION

National Energy & Utility Affordability Coalition acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of National Energy & Utility Affordability Coalition's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and National Energy & Utility Affordability Coalition's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, National Energy & Utility Affordability Coalition agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel's actual harm;
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling National Energy & Utility Affordability Coalition's space and functions.

National Energy & Utility Affordability Coalition therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Cancellation	Total Amount of Liquidated Damages Due
Date of Agreement to December 31, 2026	35% of Total Room Revenue* (\$197,830.50)
From Jan 1, 2027, to June 10, 2027	60% of Total Room Revenue* (\$339,138.00)
From June 11, 2027, to December 31, 2027	75% of Total Room Revenue* (\$423,922.50)
From Jan 1, 2028 to June 5, 2028	85% of Total Room Revenue* (\$480,445.50) + 40% of the Minimum Banquet Food and Beverage Revenue (\$80,000.00)
From June 4, 2028 to arrival	100% of Total Room Revenue* (\$565,230.00) + 70% of the Minimum Banquet Food and Beverage Revenue (\$140,000.00)

* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by National Energy & Utility Affordability Coalition’s average room rate (excluding staff room rates and complimentary rooms, if any). If applicable, state and local taxes will be added to the amounts listed above.

Provided that National Energy & Utility Affordability Coalition timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from National Energy & Utility Affordability Coalition relating to the Cancellation.

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 National Energy & Utility Affordability Coalition agree to cooperate with each other to ensure compliance with such laws.

RENOVATION

Hotel will promptly notify National Energy and Utility Affordability Coalition of any significant construction or remodeling to be performed in Hotel during the Event. Hotel will endeavor to keep such activity from distracting or interfering with the use of meeting rooms or other facilities to be used during the Event. If it is reasonably anticipated that there will be a significant interference, Hotel will arrange comparable meeting and guest room facilities at a nearby Hotel.

DETERIORATION IN QUALITY

Hotel represents and agrees that the quality of its services and the physical condition of the Hotel shall be the same or better at the time of performance than at the date of execution of this Agreement. Should the Hotel suffer a substantial deterioration in quality of its facilities or services in Group’s reasonable judgement, Group shall notify the Hotel of its concerns in writing. Should the Hotel be unable to, or state that it will not or cannot correct, within a reasonable period of time prior to the meeting dates, Group shall have the right to terminate this Agreement without liability and Hotel will refund any deposit fees paid.

FUTURE REBOOKING

With respect to Cancelled Events, if, and only if, (1) National Energy and Utility Affordability Coalition timely pays the Cancellation Fee due above; and (2) Hotel and National Energy and Utility Affordability Coalition are able, after good faith negotiations, to agree on mutually acceptable dates for a replacement Event (“Replacement Event”) that (a) is scheduled to be, and actually is, held at Hotel within the 12 months following the scheduled date of the Cancelled Event, and during a business period in which Hotel is not projected to be at capacity (“Need Dates”); and (b) is of the same or greater dollar value to the Hotel as the Cancelled Event was to have been; and (c) is governed by an agreement that is identical to this Agreement in all material respects; then Hotel will provide Group with a credit (the “Replacement Event Credit”) of 50% of the above liquidated damages amount, to be applied towards the Master Account for the Replacement Event.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or National Energy & Utility Affordability Coalition 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.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

National Energy & Utility Affordability Coalition 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 underage.

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.

PHISHING

Please be aware that bad actors can impersonate Hotel employees. Group should never rely solely on contact information sent in an email or respond directly to any email requesting a bank account information change. If Group receives a request from Hotel regarding bank account information, Group should contact the Hotel via verified phone number or in person to confirm the request prior to providing such information.

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.

National Energy & Utility Affordability Coalition 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, 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 National Energy & Utility Affordability Coalition's needs. If such special setups or extraordinary formats are requested, Hotel will present National Energy & Utility Affordability Coalition two (2) alternatives: (1) charging National Energy & Utility Affordability Coalition the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

The Hotel and Encore are proud to offer event technology equipment, production services, digital solutions, and event support to our guests. Encore will assign a manager to your account to coordinate technical services. Please refer all pre-planning questions to Matthew Wood, Encore Sales Director. matthew.wood@encoreglobal.com.

Encore, the global leader for event technology and production services, is the exclusive provider of rigging, power, high speed internet, and telecom services at the Hotel. Groups utilizing outside audio visual companies will be subject to a \$115.00 hourly rate with a 5-hour minimum for a dedicated, on-site Encore supervisory technician during both load in and load out. There will be no additional buyout and/or shadowing fee charged for the use of an outside audio/visual vendor.

Encore Global charges will be billed to the group's master account and is subject to applicable taxes and service charges.

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 National Energy & Utility Affordability Coalition 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 National Energy & Utility Affordability Coalition wishes to hire outside vendors to provide any goods or services at Hotel during the Event, National Energy & Utility Affordability Coalition 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 National Energy & Utility Affordability Coalition, 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

National Energy & Utility Affordability Coalition 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 National Energy & Utility Affordability Coalition may use or request to be used at the Hotel.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and National Energy & Utility Affordability Coalition has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

☒ X The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name Katrina Metzler
Marriott Bonvoy Membership Number 84790617

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

HIGH RISK ACTIVITIES

Hotel has committed to providing the room nights and function space, as applicable, set forth in this Agreement based on information about the event that National Energy & Utility Affordability Coalition has given to the Hotel. National Energy & Utility Affordability Coalition agrees that it has presented all material information required in order for Hotel to provide the rooms and facilities set forth in this Agreement. Should Hotel, in its sole reasonable discretion, determine at any time that the Event will include a high-risk activity that was previously undisclosed to the Hotel (including by way of example, and not by limitation, biological agents, pyrotechnics, etc.), Hotel may terminate this Agreement immediately and without liability, upon written notice to National Energy & Utility Affordability Coalition.

CONNECT RESPONSIBLY

As part of the Connect Responsibly program in which Hotel participates, National Energy & Utility Affordability Coalition may choose to receive a Meeting Impact Report (“MIR”). If National Energy & Utility Affordability Coalition elects to receive the MIR, Hotel will provide National Energy & Utility Affordability Coalition a MIR at the conclusion of the event that displays the calculated carbon and water footprints of the event based on industry methodologies, as well as the sustainable practices that were implemented during the event.

National Energy & Utility Affordability Coalition elects the following:

Meeting Impact Report (MIR):

☐ Yes, National Energy & Utility Affordability Coalition would like to receive the MIR

☒ No, National Energy & Utility Affordability Coalition would prefer not to receive the MIR

Carbon Offset Credits:

If National Energy & Utility Affordability Coalition elects to receive a MIR, National Energy & Utility Affordability Coalition may also choose to purchase carbon offset credits. Should National Energy & Utility Affordability Coalition elect to purchase carbon offset credits, Hotel will either provide National Energy & Utility Affordability Coalition information regarding how to purchase carbon offset credits or purchase the credits on National Energy & Utility Affordability Coalition's behalf and bill them to National Energy & Utility Affordability Coalition, as indicated below.

To select one of the first two options below, National Energy & Utility Affordability Coalition must first opt-in above to receiving the MIR.

☐ Hotel will provide National Energy & Utility Affordability Coalition with the website link so National Energy & Utility Affordability Coalition may purchase carbon offset credits

☐ Hotel will purchase carbon offset credits on National Energy & Utility Affordability Coalition's behalf and include the charge on National Energy & Utility Affordability Coalition's final bill

☐ National Energy & Utility Affordability Coalition elects not to purchase carbon offset credits for this program

ACCEPTANCE

When presented by the Hotel to National Energy & Utility Affordability Coalition, this document is an invitation by the Hotel to National Energy & Utility Affordability Coalition to make an offer. Upon signature by National Energy & Utility Affordability Coalition, this document will be an offer by National Energy & Utility Affordability Coalition. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies National Energy & Utility Affordability Coalition at any time prior to National Energy & Utility Affordability Coalition's execution of this document, the outlined format and dates will be held by the Hotel for National Energy & Utility Affordability Coalition on a first-option basis until **Friday, May 29, 2026**. If National Energy & Utility Affordability Coalition 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, National Energy & Utility Affordability Coalition and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by National Energy & Utility Affordability Coalition:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Itze Alonzo

Title: (Print) Senior Sales Executive

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) Elizabeth Goedert

Title: (Print) Director of Group Sales

Signature: _____

Date: _____