



LETTER OF INTENT

February 7, 2022

Katrina Metzler
National Energy & Utility Affordability Conference (NEUAC)
1850 M Street NW Ste 610
Washington, DC 20036-5811
Phone: (202) 838-8375
Email: kmetzler@neuac.org

Reference#: M-MCFZP7J

Dear Ms. Katrina Metzler,

Thank you for choosing **Sheraton Grand Chicago Riverwalk**, located at 301 East North Water Street, Chicago, IL 60611, (312) 464-1000, to host the **NEUAC Pre Planning Meeting**. This letter outlines the requirements we discussed for your event. We are committed to meeting your needs, delighting your guests, and providing high quality service and attention to detail during your group’s stay.

Rooms Information: The Hotel agrees that it will provide, and National Energy & Utility Affordability Conference (NEUAC) intends to use, 80 room nights in the pattern set forth below:

Date	Day	Run of House	Total Rooms
10/04/2023	Wed	40	40
10/05/2023	Thu	40	40

Start Date	End Date	Room Type	Rate
10/04/2023	10/05/2023	Run of House	\$195.00

Run of House room type does not guarantee a Standard King or Double/Double room type.

Hotel room rates are subject to applicable state and local taxes (currently **17.4%**) in effect at the time of check out.

Commission: The group room rates listed above include a commission of seven percent (7%) on all utilized room nights, excluding anything packaged into the rate such as internet, resort fee, rebate, or any other miscellaneous charges, and any rooms discounted off National Energy & Utility Affordability Conference (NEUAC)’s room rate, payable to Meeting Solutions, Incorporated, with the IATA number 21578760. Commission payment will be processed forty-five (45) days after National Energy & Utility Affordability Conference (NEUAC)’s departure date. Hotel reserves the right to deduct from any future commission payable to Meeting Solutions, Incorporated for other events, any commission paid in connection with this Event, if the Master Bill is not paid in full within six (6) months after the conclusion of the Event. Hotel and National Energy & Utility Affordability Conference (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.

Early Departure Fee: National Energy & Utility Affordability Conference (NEUAC) acknowledges that the Hotel may charge attendees—as liquidated damages and not a penalty—a fee of one night’s room and tax as compensation for the harm caused to 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 by 12:00 midnight the day after check-in of the change in scheduled departure.

Method of Reservations: Hotel is pleased to offer National Energy & Utility Affordability Conference (NEUAC) the use of an online group reservations system. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel or by calling Marriott's Reservations toll free number. It is the responsibility of National Energy & Utility Affordability Conference (NEUAC) to publish and provide this information to potential attendees through the planner's meeting website or through email. National Energy & Utility Affordability Conference (NEUAC) shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate.

Hotel will provide National Energy & Utility Affordability Conference (NEUAC) with information about how to access its information through the online group reservations system.

Reservations for all guests must be received on or before **5:00 P.M. CST, Wednesday, September 6, 2023, (the "Cutoff Date")**. After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel's discretion, will accept reservations at National Energy & Utility Affordability Conference (NEUAC)'s group rate, on a space and rate available basis.

If for any reason, you no longer need the block of rooms, please let us know as soon as possible, and we will be happy to cancel the room block, without charge to the group. The cancellation policy applicable to individually made reservations will continue to apply.

Additionally, once a reservation is made, Marriott's standard room cancellation policy will apply. For the Sheraton Grand Chicago, this means that the guest can cancel a reservation with no charge until three (3) days before arrival. Should a reservation be cancelled within three (3) days of arrival, a charge equivalent to one night's room and tax will be charged to the method of payment on file.

National Energy & Utility Affordability Conference (NEUAC) agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this letter.

The following billing arrangements apply to guest rooms: Individual to pay all guest room charges (cash paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check, in which case a credit card authorization is required. National Energy & Utility Affordability Conference (NEUAC) shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by National Energy & Utility Affordability Conference (NEUAC). National Energy & Utility Affordability Conference (NEUAC) agrees that the Hotel may charge to this credit card any payment as required under this Letter of Intent.

Function Information: As we discussed, below outlines the function space needs for your event.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Related Events	Function Space
10/05/2023	Thu	12:00 AM	11:59 PM	Meeting	Hollow Square	50	8:00 AM - Breakfast	Michigan AB
10/05/2023	Thu	12:00 PM	1:00 PM	Lunch	Rounds of 10	50		TBD
10/06/2023	Fri	12:00 AM	6:00 PM	Meeting	Hollow Square	50	8:00 AM - Breakfast	Michigan AB
10/06/2023	Fri	12:00 PM	1:00 PM	Lunch	Rounds of 10	50		TBD

All meeting room, food and beverage, and related services are subject to applicable taxes (currently **11.75%**) and service charge (currently **25.00%**) in effect on the date(s) of the event.

Encore / Audio Visual: The Sheraton Grand Chicago is pleased to provide in-house Event Technology services through Encore. Although outside vendors are allowed, we ask that you give Encore the opportunity to place a competitive bid for all of your audio-visual needs.

Proof of insurance and a waiver of Hotel liability for outside services will be required. Applicable fees will be charged to Group's outside vendor for certain services. In-house audio-visual equipment is subject to applicable taxes and current service charge of 25% or the current prevailing service charge. All Outside Audio-Visual Providers/Suppliers are also required to follow the Hotel Union Labor guidelines and requirements for hosting within the Sheraton Grand Chicago meeting space.

Rigging Services: If National Energy & Utility Affordability Conference (NEUAC) requires rigging services, rigging equipment or the use of rigging points, it will be required to use the Hotel's exclusive rigging services provider.

Gas Electrical: GES is the exclusive, in-house provider of all electrical services at the Sheraton Grand Chicago. GES provides the appropriate union electrician labor for the install and removal of those services. Additionally, GES is responsible for the required power connections for each piece of equipment being utilized. All services are subject to labor and equipment rental rates which include 12.5% Service charge and 9% Rental tax. All rates subject to change.

Union Labor: The Sheraton Grand Chicago is a Union Jurisdictional facility, to which clients are required to use AV Production crews from Local Unions. (i.e., Projection/Video, Audio, Theatrical Lighting, Staging.) They operate under specific requirements relating to crew levels, detailed tasks, duration of shifts, location of meetings and other terms.

Shipping and Storage: Should you be shipping boxes for your meeting, they must be addressed in the following manner to help ensure the proper delivery:

Sheraton Grand Chicago
301 E North Water St,
Chicago, IL 60611

ATTN: On-Site Contact Name
Group Name & Start Date

Fees apply per package or per pallet/crate. A detailed listing of shipping handling fees will be provided to you by your Event Manager.

Due to the limited storage space, we request that shipments not arrive any earlier than five (5) days prior to the group's arrival. Storage Fees apply to each package received more than 5 calendar days before delivery to Recipient.

Minimum Banquet Food and Beverage Revenue Requirement: National Energy & Utility Affordability Conference (NEUAC) agrees to a minimum banquet food and beverage revenue of **\$5,000.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). At the end of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue Requirement the difference will be posted to the Master Account as room rental, subject to service charge and tax. Additionally, a guarantee of attendance and menu choices are required 72 hours (3 working days) prior to each function. Total Function Revenue Estimates presented by the Hotel Event Manager based on final event arrangements for all items ordered, will be posted to the Master Account subject to service charge and taxes. These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

National Energy & Utility Affordability Conference (NEUAC) shall sign a Banquet Event Order (BEO) reflecting details and attendance for each function during the event. If a BEO is not signed for a particular function within 72 business hours prior to such function, the Hotel will release that function space. National Energy & Utility Affordability Conference (NEUAC) will provide the final number of attendees for each function no later than 72 business hours prior to such function. This number will represent the minimum guaranteed attendees for that function. If any event is cancelled within 72 business hours of its scheduled starting time National Energy & Utility Affordability Conference (NEUAC) agrees to pay Hotel 100% of the revenue guaranteed at 72 business hours.

If for any reason the NEUAC Pre Planning Meeting is no longer in need of certain function space, please let us know as soon as possible, and we will release that function space. Should the NEUAC Pre Planning Meeting cancel a function within 72 business hours of the function they will be responsible for payment of the amount reflected on the BEO. Any cancellation fees will be charged to your method of payment on file for this event.

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

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 Conference (NEUAC) 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.

If National Energy & Utility Affordability Conference (NEUAC) wishes to hire outside vendors to provide any goods or services at Hotel during the Event, National Energy & Utility Affordability Conference (NEUAC) 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 Conference (NEUAC), 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.

This letter 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 Conference (NEUAC) agree to cooperate with each other to ensure compliance with such laws.

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

Affiliate: It is understood that the Group is not in any way associated with, attending, or will compete with or attract participants of any other meeting or convention currently being held at the Hotel or with which the Hotel may have contracted business. If the Hotel determines that another such program exists, Hotel may cancel this Agreement, and the Group shall pay Hotel any Cancellation Fees listed in the Cancellation paragraph of this Agreement.

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 Conference (NEUAC) 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.

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.

Hotel Parking: The following are the Hotel’s current parking rates and are subject to change without prior notice:

- Standard Self-Parking: **\$63.00**

It is the planner’s responsibility to make all on-site attendees, facilitators and speakers aware of this fee.

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 Conference (NEUAC) 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:

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:

Marriott Bonvoy Membership Number:

*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.

Confirmation: Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **5:00 P.M. CST, Monday, February 14, 2022**. It will be left to Hotel's discretion, based on room and rate availability, to accept this business after such date.

The Hotel's Event Manager will contact you shortly to discuss the details of your Group's stay. However, in the meantime, if you have any questions, please feel free to give me a call.

Krista Dippold 2/16/2022

Krista Dippold
Sales Manager
(847) 318-1212
Krista.Dippold@marriott.com

Name: Katrina Metzler

Title: Executive Director

Signature: 

Date: 2/15/2022