



GROUP SALES AGREEMENT

YOTEL Washington DC

415 New Jersey Avenue NW, Washington DC 20001

(p) 202.638.1616

(f) 202.879.9191

Tuesday, March 19, 2024

YOTEL Washington DC (hereinafter referred to as “Hotel”) and **National Energy and Utility Affordability Coalition (NEUAC)** (hereinafter referred to as “Group”) agree to the following:

This Group Sales Agreement (“Agreement”) shall become a legally binding commitment only when signed by both parties and shall be dated as of the last date set forth on the signature page. Group agrees that the terms of this Agreement are based upon the information provided below by National Energy and Utility Affordability Coalition NEUAC. In the event that the information provided by Group materially changes or is incorrect, this Agreement may be terminated by Hotel.

GROUP INFORMATION

Account Name: National Energy and Utility Affordability Coalition

Program Name: 2025 LIHEAP Action Day
Dates: March 2nd to March 6th, 2025

Contact: Katrina Metzler
Title: Executive Director
Email: kmetzler@neuac.org
Phone: (202) 838-8375

IATA: 21578760

Contract Due: Tuesday, April 2, 2024

GUEST ROOM INFORMATION

GUEST ROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for the Group’s use at the specified rates. Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

	Occupancy	First Class King		First Class King View	
		Rooms	Rate	Rooms	Rate
Sun 03/02/2025	S/D	10	\$219.00	5	\$219.00
Mon 03/03/2025	S/D	55	\$219.00	5	\$219.00
Tue 03/04/2025	S/D	75	\$219.00	5	\$219.00
Wed 03/05/2025	S/D	45	\$219.00	5	\$219.00

Check-in time: 3:00 PM

Check-out time: 11:00 AM

Total Room Nights: 205

Please note that rates are quoted for single and double occupancy. An additional occupant charge is \$20.00 per person, per night (triple & quad) which will be added to the base room rate. Maximum occupancy for one-bed king room types is two occupants per room; maximum occupancy for two-bedded queen/queen room types is four occupants per room. There are no portable or rollaway beds available.

All room rates quoted are exclusive of applicable state and local taxes, currently 15.95% which are subject to change without prior notice. These rates are exclusive of additional services such as hotel facility fees, portorage fees, reservation fees, etc.

GROUP CUTOFF DATE: Wednesday, January 29, 2025

Group rates are available 3 days pre and post of this agreement based on availability. Availability is not guaranteed. All reservations must be confirmed prior to the group cutoff date.

GUEST ROOM RESERVATIONS:

Each individual guest within the Group is responsible for reserving their own accommodations at the Hotel. Upon execution of the Agreement, Group attendees may contact the following number: 833-319-1883 and identify themselves as apart of the **2025 LIHEAP Action Day** or via the unique group booking link that will be provided to you by your service manager. All guest reservations must be confirmed in order to receive the contracted group room rate. Group attendees will be required to provide a credit card at the time the reservation is confirmed.

COMPLIMENTARY ROOMS: The Hotel will provide one (1) complimentary room night on a cumulative basis for every 40 **room nights** actually occupied by attendees of the 2025 LIHEAP Action Day and paid for at the full agreed contracted group room rate. Complimentary room night(s) will be credited to the Group Master Account at the conclusion of the meeting.

GUEST ROOM NIGHT COMMITMENT: At this time, the Hotel is holding 230 room nights for the Group's use over the contracted dates, which, excluding Hotel fees, will generate Anticipated Room Night Revenues of \$50,370.00. These figures shall collectively be referred to herein as the "Anticipated Room Night Revenue Figures." All revenue figures are net and not inclusive of taxes, service charge or commissions.

ATTRITION: Hotel agrees to allow for a 15% cumulative reduction in the " Anticipated Room Night Revenue Figures" or (196 rooms per night; \$42,924.00 exclusive of taxes). Should the Group fall below this amount, the Group will be responsible for the difference between the Anticipated Room Night Revenue Figures and the actualized guest room revenue. At the conclusion of your program, the Hotel will subtract the total rooms revenue derived from the Group (including revenue derived from pre and post program stays) and the amount of any permissible attrition the Group have taken from the Anticipated Room Night Revenue Figure set forth above. Any remaining amount will be posted as a charge to your master account, plus applicable taxes. Please note a reduction in pick-up of more than 10% will affect your concessions as set out in clauses above.

COMMISSION: Group room rates quoted above are commissionable to Meeting Solutions, Inc. (21578760) at 10% based on actual guest room revenue consumed. Hotel agrees to pay the commission at the conclusion of the Group program and all final bills have been collected by the Hotel. Actual guest room revenue consumed includes all guest room revenue generated by Group, including guest rooms consumed over the contracted number of rooms, rooms consumed over shoulder nights (pre and post dates) so long as reservations were made by the cutoff date; or made directly with the Hotel by a non-commissionable reservation source. Hotel further agrees that the commission fee for this program is non-cancelable and non-transferable to another party or individual. The rates listed were not increased due to Meeting Solutions, Inc. involvement. Hotel will not pay commission on any attrition charges and cancellation charges. Agency information below.

Meeting Solutions Inc.
2 Hamill Road, Suite 309
Baltimore, MD 21210
443-627-2203
IATAN # 21578760

FOOD & BEVERAGE AND MEETING ROOM SPECIFICATIONS

Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting space for the specified dates/times:

Date	Time	Event Class	Room	Setup	AGR
Mon, 03/03/25	8:00 AM - 11:00 PM	Office	POD	Conference/Boardroom	5
Mon, 03/03/25	11:00 AM - 5:00 PM	Registration	Pre-Function	Registration	2
Mon, 03/03/25	12:00 PM - 1:30 PM	Lunch	Grand Hub Ballroom	Existing	40
Mon, 03/03/25	12:00 PM - 5:00 PM	Meeting	Grand Hub Ballroom	Crescent Rounds	40
Tue, 03/04/25	8:00 AM - 5:00 PM	Meeting	Hub 3	Crescent Rounds	40
Tue, 03/04/25	8:00 AM - 5:00 PM	Meeting	Hub 1	Crescent Rounds	150
Tue, 03/04/25	8:00 AM - 5:00 PM	Meeting	Hub 2	Crescent Rounds	40
Tue, 03/04/25	8:00 AM - 11:00 PM	Office	POD	Conference/Boardroom	5
Tue, 03/04/25	11:00 AM - 5:00 PM	Registration	Pre-Function	Registration	2
Tue, 03/04/25	12:00 PM - 1:30 PM	Lunch	Pre-Function	Existing	180
Tue, 03/04/25	12:00 PM - 4:00 PM	Meeting	Grand Hub Ballroom	Crescent Rounds	250
Tue, 03/04/25	4:30 PM - 5:30 PM	Reception	Grand Hub Ballroom	Existing	150
Wed, 03/05/25	7:00 AM - 9:00 AM	Breakfast	Pre-Function	Existing	200
Wed, 03/05/25	7:00 AM - 9:00 AM	Meeting	Grand Hub Ballroom	Crescent Rounds	250
Wed, 03/05/25	7:00 AM - 11:00 AM	Registration	Pre-Function	Registration	2
Wed, 03/05/25	8:00 AM - 5:00 PM	Office	POD	Conference/Boardroom	5

MEETING ROOMS: Hotel reserves the right to assign and change specific meeting space at its discretion based on final attendance levels only after a mutual agreement with the group. All final guarantees, menu selections and deposits must be provided to the Hotel no later than two (2) weeks or ten business (10) days from the program dates.

FOOD & BEVERAGE: Based on the estimated number of guests over the program dates outlined above, the Hotel requires the Group to spend a minimum of \$10,000.00 in food and beverage charges. These figures shall collectively be referred to herein as the "Minimum Anticipated Food and Beverage Revenue." The Minimum Anticipated Food and Beverage Revenue does not include taxes or service charges, room rental, labor or audio/visual charges, or any other miscellaneous charges incurred for your event.

MEETING ROOM RENTAL: Though the Hotel usually charges for use of the meeting space, in recognition of the revenue derived from the group room nights (Anticipated Room Night Revenue Figures) and food and beverage minimum (\$10,000.00) the Hotel agrees to waive meeting room rental for the specified schedule of events. If Group alters or modifies room block or food and beverage functions, Hotel reserves the right to increase meeting room rental charges accordingly.

SERVICE CHARGE & TAXES: All food and beverage, room rental and additional labor is subject to a 26% service charge. Service charge is subject to change without notice. All revenue figures are net and not inclusive of taxes, service charge or commissions. The current sales tax is 10% subject to change without notice. Service charge is taxable. Please note client is tax exempt.

AUDIO-VISUAL EQUIPMENT: A complete range of state-of-the-art equipment, technical expertise and production services are available through the Hotel's in-house partner, AVMS. Their experience working in coordination with the Hotels' operating departments will ensure your event is a success. When using an outside audiovisual contractor, a Production Coordinator supplied by AVMS is required during all load in and load outs as follows: The Production Coordinator has a Two (2) hour minimum at the prevailing rate for load in and load outs. A Production Coordinator is needed any time when any sections of the Metropolitan Ballroom are used.

CONCESSIONS	
CONCESSION	TOTAL RETAIL VALUE
Complimentary Hotel Facilities Fee: This facilities fee includes high speed Internet access in guestroom/public space (not included in meeting rooms), access to the fitness center and pool (seasonal), unlimited local and long-distance domestic	\$35.00 per room per night, or \$8,050.00 in program savings

telephone calls, coffee/water and discount via QR code for area attractions and tours (\$35.00 per room per night).	
(1) complimentary room night on a cumulative basis for every 40 room nights	~\$1,095.00
Room Rate available (3) days pre/post	TBD
Complimentary Meeting Room Rental based on contracted F&B Minimum met	~\$8,900.00++ per day
3 Complimentary parking passes, with in and out privileges over the contracted dates	\$720.00
5 complimentary upgrades to First Class King Rooms over contracted dates	\$1,200.00
5 breakfast vouchers	\$100.00
5 late check outs until 2:00PM	\$1000.00

PAYMENT AND BILLING METHOD

Regardless of the method of payment, a credit card authorization will be emailed to the Group’s designated point of contact and the completed credit card authorization form must be returned with the signed Agreement in order for this booking to be considered finalized and definite.

INDIVIDUAL PAYS ALL CHARGES ON OWN: Each individual guest is responsible for payment of guest room, tax and incidental charges. A credit card or form of payment is due at time individual makes reservations. NEUAC staff will be billed to the master account.

GROUP PAYS FOR ALL FOOD/BEVERAGE, AV, TAXES CHARGES AND FEES: Group is responsible for all room and tax charges for designated staff only, additionally any and all charges associated with meeting room function space and food and beverage. Personal credit cards of the individuals will be collected upon check in for incidental charges. Staff Rooms will be applied to the Master Account.

MASTER ACCOUNT: Please complete and return with the signed Agreement the enclosed credit card authorization form to establish a Master Account for 2025 LIHEAP Action Day. Regardless of the method by which your Group books reservations and whether or not guest room charges are paid by the Group or by the Individual guests, by signing this Agreement, you agree that the Group is ultimately responsible for the following items which will be assigned to the Master Account: guest rooms, taxes, hotel facility fees, incidentals, banquet food and beverage charges, attrition charges (if any), meeting space rental charges (if any), cancellation charges (if any), and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged by the Hotel or directly by the Group.

DEPOSIT: Upon execution of Agreement, the following deposit schedule will be apply:

Transaction Type	Charge Type	Date	Amount
Initial Deposit	Credit Card	Day of signed contract	\$5,000.00
2 nd Deposit	Credit Card	November 11, 2025	\$5,000.00
Final Payment	Credit Card	March 8 th , 2025	Balance due based on final BEO for F&B Selections

CANCELLATION OR TERMINATION OF AGREEMENT

The Group and the Hotel have entered into a binding commitment. The Hotel is committed to providing the services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms, meeting space and food and beverage, you have requested as well as the revenue received from the food and

beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

BY GROUP: If Group decides to cancel this Agreement, reduce the size of meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees that the Hotel will suffer damages. Such damages will be a result of, among other things, Hotel's inability to offer Group's unused space or services to another Group and/or the cost to the Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages are a reasonable effort by the parties to agree in advance on the amount of damages, and such amount does not constitute a penalty. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services. Group agrees to pay Hotel at the time of any cancellation a liquidated damages fee, as follows:

Time Period	Percentage of Anticipated Room Night, Banquet Food & Beverage, Meeting Room Revenue Due
From the Effective Date of signing to 120 days prior to your scheduled arrival date.	50% of Anticipated Room Night, Banquet Food & Beverage, Meeting Room Revenue Due = \$35,185.00
From the Effective Date to 60 days prior to 119 days prior to Group's scheduled arrival date	60% of Anticipated Room Night, Banquet Food & Beverage, Meeting Room Revenue Due = \$36,222.00
From 31 days to 59 days prior to Group's scheduled arrival date	70% of Anticipated Room Night, Banquet Food & Beverage, Meeting Room Revenue Due = \$42,259.00
From 30 days or less prior to Group's scheduled arrival date	85% of Anticipated Room Night, Banquet Food & Beverage, Meeting Room Revenue Due \$51,314.50

If Group cancels the contract or reduces the size of the event Group shall pay the Amount within 30 days of Hotel's invoice.

BY HOTEL: If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, Hotel will work with Group to arrange alternative, comparable space at the prices set forth herein. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel, and Hotel's liability shall be limited to these remedies. Under no circumstances shall Hotel be liable for any consequential, punitive or special damages, even if Hotel was made aware of the possibility of incurring such damages.

ADDITIONAL TERMS AND CONDITIONS

PARKING: Self-parking is available onsite on a first come basis and is not guaranteed. Rates are displayed at the entrance of the parking garage and are subject to change without prior notification. Current rates for daily parking are \$28.00 per vehicle; current rates for overnight parking are \$50.00 per vehicle. Motor coach parking is available at Union Station; please contact directly for pricing (202-898-1950).

SECURITY: Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the services.

OUTSIDE CONTRACTORS: The Hotel offers all services necessary for a successful meeting and stay. However, if the Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of the Group shall be subject to prior approval of the Hotel. Upon prior reasonable notice to the Hotel from the Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. The Group's contracts with its contractors will all

specify that contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

SHIPPING AND PACKAGES: Group must notify Hotel in advance of any packages that will be shipped to the Hotel. Packages must include Group's name, date of program and number of items. Hotel has no responsibility or liability for such packages.

FORCE MAJEURE: No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, riots, disaster, strikes, health crisis/pandemic any one of which make performance **impracticable**. The Hotel shall have no liability for power disruptions of any kind

DAMAGE CLAUSE: In the event damage to Hotel property occurs as a result of Group or its guests/invitees, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense it may have with respect to such claims.

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 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 \$1,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than \$1,000,000 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.

COMPLIANCE WITH LAWS: This contract is made and to be performed in Washington DC and shall be governed by and construed in accordance with District of Columbia law. By executing this agreement, the Group consents to the exercise of personal jurisdiction over it by the courts of the District of Columbia. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments, and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. The Group may not assign any benefits arising under or associated in any way with this contract without prior consent of the Hotel. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred

therein. Any legal action in connection with this agreement shall be brought about or maintained only in the courts of the District of Columbia.

AUTHORITY: The persons signing the agreement on behalf of the Hotel and the Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

ACCEPTANCE: This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Acceptance may be made by email to royce.santos@yotel.com and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting and stay.

By Nat'l Energy and Utility Affordability Coalition
authorized representative:

Katrina Metzler
Executive Director

Date:

as authorized agent for YOTEL Washington DC

Royce Santos
Associate Director of Sales

Date:

Matt Sommers
General Manager

Date: