

LOEWS HOTELS & CO

ESTABLISHED 1960

Loews Chicago Hotel

Group Sales Contract

MEETING NAME: NEUAC 2024 Annual Conference

GROUP: National Energy & Utility Affordability Coalition (NEUAC)	HOTEL NAME: Loews Chicago Hotel	AGENCY: Meeting Solutions, Inc.
CONTACT NAME: Katrina Metzler Executive Director	HOTEL SALES CONTACT: Kim Funk National Sales Manager	AGENCY CONTACT: Jennifer Whiting
LEGAL ENTITY		IATA# 21578760
CONTACT ADDRESS: PO BOX 33878 Washington, DC	HOTEL ADDRESS: 455 N Park Dr Chicago, IL 60611	AGENCY ADDRESS: 2 Hamill Road Suite 309 Baltimore, MD 21210
CONTACT PHONE/FAX: 202-838-8375	SALES CONTACT PHONE/FAX: (312) 840-6653	AGENCY PHONE/FAX:
CONTACT EMAIL: kmetzler@neuac.org	SALES CONTACT EMAIL: kim.funk@loewshotels.com	AGENCY EMAIL: jennifer@meetingsolutionsinc.com

This contract, once signed by all parties, will be a binding commitment between, **National Energy & Utility Affordability Coalition (NEUAC)** and **LC Hotels LLC, d/b/a Loews Chicago Hotel** (collectively, "Hotel") to hold the meeting as set forth in this Contract (the "Event").

DEADLINE FOR SIGNING

The following arrangements are being held on a tentative basis until **Monday, April 15, 2024**, and may be released in Hotel's discretion if we do not receive a signed contract from you by that date. Contracts signed after this date by both parties will be deemed valid and binding. We are delighted to partner with you and look forward to making your group feel welcome.

MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

Day	MON	TUE	WED	THU
Date	5/20/24	5/21/24	5/22/24	5/23/24
Run of House King Room	25	25	25	15
Run of House Double-Double	0	0	0	0
Total	25	25	25	15

Total Room Nights: **90**

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House King	\$269.00	\$269.00	\$289.00	\$309.00
Run of House Double-Double	\$269.00	\$269.00	\$319.00	\$339.00

CONFIRMED RATES

Rates for your meeting are confirmed as set forth in the chart above. These rates are European plan rates (no meals included).

Hotel room rates to be available 3 days post the above listed dates based on room availability.

Room rates quoted above are 10% commissionable to Meeting Solutions, Inc., subject to tax, which is currently 17.4% (11.9% State, 4.5% City, and 1% County Occupancy).

COMMISSION

The group room rates listed above include a commission of (10%) 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 Coalition (NEUAC)'s room rate, payable to Meetings Solutions, Inc., with the IATA number 21578760. Commission payment will be processed 15 days after National Energy & Utility Affordability Coalition (NEUAC)'s departure date. Hotel and National Energy & Utility Affordability Coalition (NEUAC) agree that the commission for the booking of this Event is non-cancelable and non-transferable to any other party.

SPECIAL CONCESSIONS

In consideration of the total revenue that Group's event will bring to the Hotel, Hotel is pleased to offer the following concessions if Group achieves at least **80%** of its committed guest room revenue.

SPECIAL CONSIDERATIONS	
▪	Complimentary Basic Wi-Fi in guest rooms for all guests
▪	Complimentary access to Fitness Center
▪	1 per 40 comp rooms, must be assigned

CUT OFF DATE FOR RESERVATIONS

The Hotel will offer the special Group rates until **Tuesday, May 7, 2024**, known as the "Cut-Off Date." As of 5:00 PM local time on the Cut-Off Date, all room nights which have not been reserved will be returned to the Hotel's general inventory. Return of unreserved rooms will not impact Group's obligations pursuant to the Attrition or Cancellation clauses. Reservation requests from your attendees received after the Cut-Off Date will be accepted based on availability, of same type room category, at the rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

ROOM RESERVATION AND PAYMENT PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. The Hotel has no obligation to provide room nights beyond those contained in the room block.

We understand that your guests will be making their reservation requests online. A direct booking link will be created for reservations to be made. When guests make their reservations, it is necessary to guarantee the room to a credit card.

The group must separately provide the Hotel with any attendee's VIP status. The Hotel reserves the right to change the method used, information required, email address or other aspect of the reservation process.

In order for Hotel to confirm an individually made reservation, guest must provide credit card upon reservation to guarantee the room. Reservation deposits will be refunded if the reservation is cancelled by the guest no later than 72 hours prior to scheduled check in day and time.

CUT OFF DATE FOR RESERVATIONS

The Hotel will offer the special Group rates until **Tuesday, May 7, 2024**, known as the "Cut Off Date." As of 5 p.m. local time on the Cut Off Date, all room nights which have not been reserved will be returned to the Hotel's general inventory. Return of unreserved rooms will not impact Group's obligations pursuant to the Attrition or Cancellation clauses. Reservation requests from your attendees received after the Cut Off Date will be accepted based on availability at the rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN AND CHECK-OUT

Guest accommodations will be available at 4:00 pm on arrival day and reserved until 12:00 pm on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.].

UNAVAILABILITY OF GUEST ROOMS (“WALK”)

In the event Hotel is unable to provide a guest with a confirmed reservation within your room block with a guest room upon the guest’s scheduled night of arrival (known as a “walk”), Hotel will provide the guest on a complimentary basis:

- Accommodations at an alternate hotel of similar rating as close as possible to Hotel for the first night the guest is displaced;
- Round trip transportation to and from the alternate hotel;
- Upgraded accommodations upon guest’s return to hotel, based on availability;
- A letter of apology and an amenity upon guest’s return to the Hotel; and
- If a room becomes available at Hotel and the guest elects not to return, Hotel will have no further liability to the guest.

All room nights walked will be counted as room occupied in the Group block for purposes of this contract.

GUEST ROOM CHARGES

It is our understanding that your guests will pay their own account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, applicable taxes, and the Hotel’s Hotel fees and that the Hotel fees are separate and distinct from the room rate and from taxes.

Upon check-in, each guest will be required to present a valid credit card, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges and Hotel fees for the length of the guest’s stay, plus the anticipated use of the Hotel’s ancillary services, and we require each guest’s home/business address and e-mail address.

CREDIT ARRANGEMENTS, DEPOSIT SCHEDULE, BILLING ARRANGEMENTS AND PAYMENT METHODS

There are no deposits required for this group as there are no master account charges. It is our understanding that individuals will pay their own account upon departure. A credit card authorization form will still be required from group to secure the room block and will be used in the event of attrition or group cancellation.

Individual guest accounts are payable at check-out by cash or credit card.

AUDIO-VISUAL EQUIPMENT

Encore is the preferred audio visual provider for the Hotel. If the Group chooses to utilize another audio visual company, notification to the Conference Manager must be made at least thirty (30) days prior to the Group’s date of arrival and is subject to Hotel’s approval. Hotel guidelines must be met in order for an outside audio visual company to conduct business within the Hotel.

[Loews Chicago Production Guidelines](#)

Electrical requirements exceeding standard 120 volt/20 amp wall plugs will be assessed an electrical service charge based on specific needs. All electrical requirements for decorators, entertainers, production and audiovisual companies will be the responsibility of the Group.

ATTRITION AND CANCELLATION POLICIES

Upon signature of this contract, Group has entered into a binding commitment to Hotel that will generate at least the following Anticipated Revenues (excluding applicable taxes, assessments, service charges, and gratuities):

Revenue Type	Anticipated Revenues
Guest Rooms	\$24,210.00
Total Minimum Anticipated Revenues	\$24,210.00

The parties agree that if the event is cancelled entirely, or if the minimum revenue commitments are not achieved, that the Hotel will suffer damages, including not only the loss of revenues listed above, but other revenues that the event would have generated. The parties further agree that the amount of such damages would be difficult to determine for many reasons, including the difficulty of determining what guest rooms are resold or at what rate, the costs involved in attempting to resell, and many others. Therefore, the parties agree that the liquidated damages provided in this Contract are a reasonable attempt by the parties to estimate in advance a reasonable amount of damages that will be paid in the event of cancellation or lack of full performance (“Attrition”). The parties have had the opportunity to negotiate the liquidated damage amounts provided herein and agree that they will not dispute the reasonableness or enforceability of the damages owed.

GUEST ROOM ATTRITION (Performance Commitment)

The parties agree that Group will not owe any Attrition if it achieves at least **80%** of the Anticipated Guest Room Revenue provided in the chart above, which equals **\$19,368.00** (the "Minimum Guest Room Revenue Commitment").

Group agrees to pay Hotel as liquidated damages the difference between the Minimum Guest Room Revenue Commitment and the guest room revenue received by Hotel from guest rooms occupied and paid for within your guest room block, plus applicable taxes.

Hotel has no obligation to extend cut-off dates or make additional Group rooms available on any night to allow Group to achieve its minimum on the contracted nights. If in advance of the event it appears that the minimum the "Minimum Guest Room Commitment" is not achieved or group reduces block, the hotel reserves the right to assign alternate meeting space commensurate with the total block or add additional space rental charges in addition to reducing concessions (including upgrades, staff rates and complimentary rooms) and/or revising the negotiated group rate that were based on the original contracted rooms, space, or F&B commitments made by the group. This will apply to multi-year contracts and future commitments made by the hotel will be subject to change based on the current year's actual performance of the group for both rooms and meeting space.

CANCELLATION

In the event Group cancels the Event in its entirety for any reason not otherwise allowed under this Contract, it agrees to pay liquidated damages to Hotel as provided in the chart below, plus applicable taxes. For purposes of this provision, a "cancellation" includes the failure to pay any amounts required by this Contract when due. The parties agree that the chart below is designed to reflect that the closer in time to the Event date that a cancellation occurs, the less opportunity Hotel will have to resell the cancelled inventory or recover other lost revenue.

Date of Cancellation	% of Anticipated Revenue Due	Amount Due
Date of signing to Arrival Date	85%	\$20,578.50

Cancellation damages are due with Group's notice of cancellation, less deposits paid to date of cancellation. Hotel will not consider the cancellation valid until it receives payment.

FORCE MAJEURE/IMPOSSIBILITY

No damages shall be due for a failure of performance due to Acts of God, fire, flood, natural disaster, declared war in the US, acts of terrorism or civil disorder in the city in which Hotel is located, government regulation in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted, curtailment of transportation facilities that prevents at least 40% of registered attendees from arriving for the first peak night of the Event, or any other circumstance beyond the Parties' reasonable control, which in the case of any of the foregoing makes it illegal or **Impracticable** to hold the Event. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party. The Hotel shall have no liability for power disruptions of any kind.

OUTSIDE CONTRACTORS

The Hotel offers all services necessary for a successful meeting or may have a list of approved exclusive contractors and vendors. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of the Hotel, which must be obtained at least 30 days prior to the Event. Additional charges for using Outside Contractors may apply. 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. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Hotel and its affiliates and their respective officers, directors, partners, agents, members and employees harmless from any and all damages or liabilities which may arise by such Contractors or through their use. All outside contractors must provide proof of insurance in amounts acceptable to Hotel based on the services to be provided prior to coming onto the premises.

INDEMNIFICATION/PROPERTY LOSS OR DAMAGE

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence, gross negligence or intentional misconduct in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the Group's or its members', agents', employees', or Exhibitors' negligence. The Hotel shall not

have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its affiliates and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and its affiliates' negligence and/or their respective members', agents', employees', independent contractors' or Exhibitors' negligence, gross negligence or intentional misconduct in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties or personal effects brought into the Hotel's public space, meeting rooms or exhibit space by Group, its attendees, contractors or exhibitors, and/or for the loss of equipment, exhibits or other materials left in meeting rooms, and does not carry insurance for such losses.

INSURANCE

The Hotel and the Group each agree to carry their own personal property, liability and other insurance they deem appropriate to protect themselves against claims arising from activities conducted at the respective Hotel during the meeting(s) and/or function(s). Upon request, each party shall provide to the other a Certificate of Insurance evidencing such insurance.

INSURANCE FOR GROUP'S VENDORS/CONTRACTORS

In the event the Group hires or contracts with an outside party (i.e. contractor, vendor, etc.) to perform any activity including, but not limited to, set-up of an event, in connection with their contract with and/or event at the Hotel, the Group shall require the outside party to provide the following insurance coverages.

- a. Commercial General Liability with minimum limits of \$5,000,000 per occurrence (combined single limits for Bodily Injury and Property Damage). Coverage shall include Broad Form Contractual Liability and Products and Completed Operations.
- b. Auto Liability, as applicable, with minimum limits of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.
- c. Worker's Compensation with Statutory Limits for the jurisdiction within which work is performed. Employer Liability with minimum limits of \$1,000,000.
- d. All above policies shall be issued by insurance company or companies which are authorized to do business in the state in which the Hotel is located and have a minimum A.M. Best & Co. rating of "A", "X" or as otherwise reasonably agreed to by Hotel. All such insurance shall be issued on a primary and non-contributory basis, contain a Waiver of Subrogation in favor of the Additional Insureds and not be cancelable, terminable or subject to material change without thirty (30) days' prior written notice to the Hotel. All such insurance, with the exception of Worker's Compensation, shall name the Hotel, Hotel Owner, Hotel Operator, Employer Company (if applicable) as Additional Insureds. A Certificate of Insurance, in form and substance reasonably satisfactory to the Hotel and evidencing the required coverages, shall be provided to the Hotel prior to the commencement of work. A combination of primary liability and umbrella liability insurance may apply to meet the minimum limits of insurance required under this Agreement.

DISPUTE RESOLUTION/ATTORNEY FEES

The Parties agree that any disputes that cannot be resolved by good faith negotiations between senior management of Group and Hotel will be resolved by arbitration before one arbitrator according to the rules of JAMS or American Arbitration Association. The arbitration will be conducted in the city in which Hotel is located with the law of the same state as the governing law. The substantially prevailing party in any arbitration or court proceeding to enforce an Arbitration Award will be entitled to recover its reasonable attorney fees and costs.

AUTHORITY

The persons signing the agreement on behalf of Hotel and **National Energy & Utility Affordability Coalition (NEUAC)** Each warrant that they are authorized to make agreements and to bind their principals to this agreement.

GOVERNING LAW

The parties agree that this contract and all legal proceedings arising out of or relating to it will be governed by the law of the state in which Hotel is located, and that any contrary conflicts of law principles or provision will not apply.

MISCELLANEOUS PROVISIONS

This contract (and any appendix hereto) 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. 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.

Group may not assign any benefits, in whole or part, arising under or associated in any way with this contract without prior written consent of Hotel. Any assignment must include the assignee's acceptance or all obligations under this contract, including but not limited to the Cancellation and Attrition provisions. Group may not "resell" or otherwise market rooms to the public or through wholesalers or entities that offer to sell unused Group guest rooms to avoid Cancellation or Attrition obligations.

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 facsimile transmission or a PDF attached to an email 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.

By the authorized representative of National Energy & Utility Affordability Coalition (NEUAC):



Date: 4/16/2024

Katrina Metzler
Executive Director

By the authorized representative of Hotel:

<p>E-Signed : 04/16/2024 12:45 PM CDT</p> <p><i>Kim Funk</i></p> <p>kim.funk@loewshotels.com IP: 174.228.99.123</p> <p>Sertifi Electronic Signature</p> <p>DocID: 20240416123358244</p>

Date: 04/16/2024

National Sales Manager

EXHIBIT A – Hotel Policies and Fees

PORTERAGE

If roundtrip portage service is requested and pre-arranged by the Group or if there is a group arrival/departure (i.e. - all arriving together on bus), there will be a charge of \$10.00 per person roundtrip.

FOOD AND BEVERAGE

Room Rental charges where no food and beverage is served are subject to a 25% service charge and a Chicago Occupancy tax, currently at 4.5%. Please note that the service charge is taxable at a rate of 3.06%.

Room Rental charges where food and beverage is served are subject to a 25% service charge and a 4.5% Chicago Occupancy tax, 9.25% Illinois Sales, and the 1% MPEA tax, .25% Chicago restaurant tax for a total of 15%. Please note that the service charge is taxable at a rate of 3.06%.

**Sales tax and service charges are subject to change without notice.

PARKING

The current parking charges for guests are as follows: Parking charges are subject to change without notice.

Valet Parking	\$78.00 overnight
Self-Parking (River East 21)	\$59.00 overnight (validation required)
Event Parking	\$40.00 per day up to eight (8) hours

AUDIO-VISUAL EQUIPMENT

Encore is the preferred audio visual provider for the Hotel. If the Group chooses to utilize another audio visual company, notification to the Conference Manager must be made at least thirty (30) days prior to the Group's date of arrival and is subject to Hotel's approval. Hotel guidelines must be met in order for an outside audio visual company to conduct business within the Hotel.

[Loews Chicago Production Guidelines](#)

Electrical requirements exceeding standard 120 volt/20 amp wall plugs will be assessed an electrical service charge based on specific needs. All electrical requirements for decorators, entertainers, production and audiovisual companies will be the responsibility of the Group.

OTHER POLICIES

LOGO: The Group shall not use the name, trademark or logo or any other proprietary designation of the Hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by the Hotel for such use.

UTILITIES: All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Convention Services Department.

SIGNAGE: Signs and banners are not allowed in the Hotel's public areas. In regard to the Group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

DECORATIONS/RESPONSIBILITY FOR USE OF SPACE: Arrangements for floral centerpieces, theme props, themed backgrounds, etc. can be made through the Catering Office, and fees will apply. All props and their location and meeting room sets must meet the guidelines of the Fire Marshall's Office and the Safety Codes and Regulations of the Hotel. Group may not utilize pyrotechnics. Hotel has the right to prohibit any conduct within meeting space that may disrupt other guests or cause undue risk to hotel, including, but not limited to: candles, cooking, anything emitting smells, smoke, confetti, etc. Group must obtain written approval to use any of the foregoing and will be charged for any additional clean-up costs incurred by Hotel. Group will be charged for the cost of repairs necessary as a result of damage caused during load in/load out by Group or its contractors.

PACKAGE AND BOX DELIVERIES: There is a handling Charge for all incoming items and outgoing items handled by the Shipping and Receiving Department. Service fee and prices are as follows:

Incoming/Outgoing Package Handling	Price
Packages	\$25.00
Cases	\$50.00
Pallets	\$300.00 each

Storage over 3 days is \$25.00 per item, per day.

Pallet Storage is \$50.00 per pallet, per day.

If delivery is required within the hotel, an additional \$100.00 per pallet will apply.

Boxes and materials sent to the hotel for your event must not reach our hotel earlier than three (3) days prior to the function without the consent of your hotel Representative. An extra labor fee for storing and delivering to function room of large shipments of boxes is charged based on amount of time spent by our staff in handling these materials.

Group is responsible for removal of all pallets and shipping materials. If pallets and shipping materials are not removed, removal fee of \$10 per pallet will apply and will be added to master account.

In order to avoid any confusion or misplaced materials, anything being sent to Hotel should be addressed:

Attention: (Name of your Convention Services Manager)
 (Organization On-Site Representative)
 Telephone Number
 Company Name
 Event Date(s)
 Meeting Room Name

QUIET HOUSE POLICY: The Hotel's goal is to provide peaceful and comfortable accommodations for guests. In order to do so, Hotel adheres to a "Quiet House" Policy. Upon the receipt of any noise complaints from guests, the individual(s) responsible for the disturbance will be given a warning from hotel management. In the event of reoccurrence, the individual(s) will be evicted from the Hotel without refund. Should it be found that the noise complaints received by hotel management are a result of attendees of your Group that requires the hotel to refund all or a portion of another guest's payment, the Group is subject to possible fees for this payment.

In the event that other guests or event disturb your event, Hotel will take steps to eliminate such disturbances within its reasonable control.

SECURITY

If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, additional security personnel as determined by Hotel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. Security personnel provided by Group shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefor), restricting their presence only to those areas of the Hotel premises.