HYATT REGENCY WASHINGTON DC
ON CAPITOL HILL 400 NEW JERSEY AVE NW
WASHINGTON, DC, 20001-, US
T: (202) 737-1234

Group Sales Agreement

Date Prepared:	February 12, 2026		
Group Contact:	Katrina Metzler		
Title:	Executive Director		
Organization:	NEUAC		
Address:	PO Box 33878 Washington, DC 20033		
Telephone:	202-838-8375	**Email:**	kmetzler@neuac.org

Event Name:	LIHEAP Action Day 2027		
Official Event Dates:	21-Feb-2027/ 25-Feb-2027		
Hotel Sales Manager:	Lauren Whitaker		
Title:	Sales Manager		
Telephone:	(202) 719-8455	**Email:**	lauren.whitaker@hyatt.com

This Group Sales Agreement is entered into by and between NEUAC ("Group") and Hyatt Corporation, as agent of CCHH Host Capitol Hill, LLC, a Delaware LLC d/b/a HYATT REGENCY WASHINGTON DC ("Hotel") for the above-named Event and the parties thereby agree as follows:

Group's First Option Due Date

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until 27 Feb 2026. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by 27 Feb 2026, Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.

Guest Room Rates

Hotel confirms the following Guest Room Rates. The **"Total Price"** reflects the room rate inclusive of all mandatory fees but excluding Taxes. Group shall be solely and fully responsible for informing its guests of the Total Price:

Room Type	Single Rate	Destination Fee	TOTAL PRICE, Per Room, Per Night (exclusive of Taxes
Run of House	$369.00	$0.00 (Waived)	**$369.00**

Occupancy Type	Price per Additional Occupant Applied to Single Rate
Double Occupancy	$0.00
Triple Occupancy	$25.00
Quad Occupancy	$50.00

Taxes

The Guest Room Rates are quoted exclusive of (and will be subject to) any applicable taxes and other governmental-imposed fees in effect at the time of the Event (collectively referred to herein as "**Taxes**"). The current tax rate for guest room is 15.95%).

Guest Room Block & Contracted Guest Room Revenue

The table below sets forth the total number of guest rooms set aside by Hotel for Group's use during the Official Event Dates ("**Total Contracted Guest Room Block**") and the expected total guest room revenue, calculated by multiplying the Total Contracted Guest Room Block and the applicable Guest Room Rate, exclusive of mandatory fees and Taxes) ("**Total Contracted Guest Room Revenue**"). The table below also includes the expected guest room revenue for each day of the Event ("**Daily Contracted Guest Room Revenue**").

Date	Day	Run of House	Daily Contracted Guest Room Block	Daily Contracted Guest Room Revenue Commitment
21 Feb 2027	Sunday	40	40	$ 14,760.00
22 Feb 2027	Monday	75	75	$ 27,675.00
23 Feb 2027	Tuesday	75	75	$ 27,675.00
24 Feb 2027	Wednesday	75	75	$ 27,675.00

Total Contracted Guest Room Block: 265
Total Contracted Guest Room Revenue: $97,785
Total Contracted Revenue: $97,785. This amount is the sum of Group's Total Contracted Guest Room Revenue, Food and Beverage Revenue Minimum (as defined herein), and any Meeting and Event Space Rental Fee (as defined herein).

Special Considerations

In the event that Group actualizes a minimum of ninety percent (85%) of its Total Guest Room Revenue Commitments, Hotel, as a special consideration to Group, will provide:

Concession Name
Waived Destination Fee of $20 per room, per day
One (1) complimentary room night for every forty (40) room nights actualized

If Group fails to meet its Total Guest Room Revenue Commitments, all special considerations are subject to re-negotiation. Special considerations must be assigned as outlined, otherwise they have no value and if not utilized, have no monetary value and cannot be applied as a credit to the Master Account.

Relocation

In the event Hotel does not provide a guest room to an Event attendee with a confirmed reservation and the Event attendee is in need of the guest room, Hotel shall use commercially reasonable efforts to: (i) relocate the displaced Event attendee to the closest comparable hotel (the "Alternate Hotel") for the nights Hotel is not able to provide the Event attendee a guest room; and (ii) provide transportation to and from such Alternative Hotel for each night Hotel is not able to provide the Event attendee a guest room, all in accordance with Hotel's relocation policy.

Any guest rooms relocated to an Alternate Hotel as set forth above will be credited to achieving Group's Guest Room Revenue Minimum and complimentary guest room count for such period as Hotel is unable to provide guest rooms to Event attendees. Relocated guest rooms will not be commissionable.

Reservation Method

Hotel recommends using a web-based reservation system to make room reservations. Reservations may be made, modified or canceled by attendees via a URL provided by Hotel and published by Group to potential Event attendees (usernames or passwords provided to Group to access the web-based reservation system are confidential and their misuse is Group's responsibility), and the privacy policy of the host of such URL shall apply. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

Cut-Off Date

The "Cut-Off Date" is **08 Feb 2027**. After the Cut-Off Date, all rooms within the Total Guest Room Block that have not been reserved will be returned to Hotel's general inventory. Reservation requests for rooms within the Total Guest Room Block received after the Cut-Off Date will be based on availability at Hotel's prevailing rates and will be credited to achieving the Guest Room Revenue Minimum. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, canceled guest rooms will be returned to Hotel's inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

Complimentary Rooms

Hotel will provide Group with one (1) complimentary room for every forty (40) revenue-producing guest rooms occupied by Group on a cumulative basis over the Official Event Dates. The number of complimentary rooms provided to Group shall be determined by adding together the total actualized room nights per night of consecutive night stays over the Official Event Dates and dividing the total by forty (40). The number of actualized room nights credited toward Group's complimentary rooms shall be determined in accordance with the following table:

Room Type	Number of Actualized Rooms Credited Toward Complimentary Room Count
Run of House	6

Complimentary rooms, discounted guest rooms and suites, and pre-and post-Event rooms, if any, are considered concessions and shall not be included in the calculation of revenue-producing guest rooms to determine the number of complimentary rooms. Complimentary rooms may not be used as credit for Event fees or future events. All complimentary rooms earned by Group must be assigned to a specific Group attendee, otherwise they have no value and if not utilized, have no monetary value and cannot be applied as a credit to the Master Account.

Commissionable

The Guest Room Rates set forth above are commissionable to Group's agent of record, Meeting Solutions, Inc. ("Agent"). Agent's **IATA number is 21578760**. Commissions shall be paid at the rate of 7 percent of the Guest Room Rate for all consumed and fully paid guest rooms within the Total Guest Room Block over the Official Event Dates. Said commissions shall be paid to Group's Agent no later than thirty (30) days after Group's payment in full of the Master Account. Commissions will not be paid on any mandatory fees charged on the Guest Room Rate, guest rooms booked outside the Total Guest Room Block or on Attrition Charges, Cancellation Charges, or no-show or early departure fees and charges.

Organization Name	Commission Percent
Meeting Solutions, Inc.	7

Group shall disclose to its Event attendees the portion, if any, of Group's room rates being paid to Group or its affiliates or another third party as a commission.

Agency

Group is being represented by Group's Agent who is Group's sole agent for the Event. Group represents and warrants that: (1) the Agent is authorized to negotiate and otherwise act on Group's behalf for the purpose of this Agreement; (2) Hotel may rely on, and act in accordance with, the instructions of the Agent as if they were Group's own instructions; and (3) if the Agent is executing this Agreement on Group's behalf, that Agent is authorized to legally bind Group to the terms and conditions of this Agreement. Group acknowledges and agrees that Group will be bound by the agreements made by Agent and will pay all fees, charges, costs and expenses due and owing Hotel in accordance with any such agreements. Agent is the agent of Group and not of Hotel. In the event questions arise over amounts paid or payable to Agent under this Agreement, Hotel will abide by the requests or decisions of Group (including, without limitation, providing Group copies of this Agreement and other Event materials). In no event shall Hotel be liable to Agent if Group terminates Agent as Group's agent. Group hereby agrees to defend, indemnify and hold harmless Hotel from any liability arising out of Group's appointment or termination of Agent as Group's agent or Hotel's payment of amounts owed to Agent.

Guest Room Revenue Minimum - Attrition Policy

Hotel agrees to allow Group to reduce its Contracted Guest Room Revenue by 15 percent cumulatively ("**Total Guest Room Revenue Minimum**"). By entering into this Agreement, it is understood that Hotel is relying on, and Group is responsible to achieve the Total Guest Room Revenue Minimum over the Official Event Dates. Should Group's actualized guest room revenue fall below the Total Guest Room Revenue Minimum, Group shall pay as liquidated damages the difference between the Total Guest Room Revenue Minimum and the actualized guest room revenue for the Event, plus any applicable Taxes, as calculated on a cumulative basis ("**Attrition Charges**"). Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account. The Total Guest Room Revenue Minimum is a **minimum requirement only** and the final bill(s) may vary depending on Group's actualized guest room pick-up, final agenda, and guests' selections and behavior.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Total Guest Room Revenue Minimum set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Total Guest Room Revenue Minimum is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Resale (Attrition)

In the event that Group is unable to pick up enough guest rooms by the Cut-Off Date to meet the Total Guest Room Revenue Minimum set forth herein and would be liable for payment of Attrition Charges, Hotel shall make commercially reasonable efforts to resell Group's unused guest rooms. Group understands that Hotel sells its remaining inventory first before selling rooms in the Total Guest Room Block that have not been picked up. Any guest room within the Total Guest Room Block that is resold will be considered as being a qualifying resold room if Hotel first sells all its guest rooms outside the Total Guest Room Block. Revenues received by Hotel from any qualifying resold rooms will be credited to the Attrition Charges owed by Group.

Payment

If Group requests direct billing to a Master Account, a completed credit application (which will be provided to Group by Hotel upon request) must be returned to Hotel for approval at least sixty (60) days prior to arrival. The amount of the credit application will be no higher than the estimated Master Account, plus any Contingency Deposit but less any required deposits payable in advance of the Event. In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges. A "**Master Account**" is a record of all charges and transactions made during the Event to be paid for directly by Group.

In the event that credit is not requested, not approved (in part or in full), or subsequently rescinded, payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival (in accordance with the deposit schedule below, if applicable). Failure to remit any payment(s) when due may be deemed to be a cancellation of this Agreement by Group (in Hotel's sole discretion), and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due. Payment due to Hotel may be made by check, credit card, wire transfer or ACH (and Group warrants it is authorized to issue or charge payment through the selected method).

Please note that Hotel never requests billing information or requests changes to billing information via email. Should Group receive any billing notice or inquiry via email, please contact the Hotel Sales Manager at the phone number set forth above.

Billing Arrangements

Payment will be made as indicated below. *Please check applicable options*.

Guest rooms (including Taxes, fees, and mandatory charges): __ Master Account _X_ Guests
Incidental Charges: __ Master Account _X_ Guests

Group shall be responsible for the Meeting and Event Space Rental Fee, food and beverage and all other services requested by Group. Group appoints **Katrina Metzler** to review and approve all charges billed to the Master Account. Individual guests shall be responsible for any charges not authorized to be charged to the Master Account.

Construction or Renovation

In the event Hotel's facilities will be undergoing any material non-emergency construction or renovation during the Official Event Dates, Hotel shall promptly notify Group, and discuss the circumstances surrounding such construction or renovation. If Hotel and Group determine that Hotel's planned construction or renovation will materially interfere with Group's access and use of Hotel's facilities needed to host the Event, Group shall have the right to cancel this Agreement without liability within five (5) days following its receipt of notice from Hotel of such construction or renovation upon written notice to Hotel. In such event, Hotel will refund any deposits or pre-payments made by Group and will use commercially reasonable efforts to assist Group in finding suitable alternative accommodations.

Cancellation Option

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable Taxes. Applicable services charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

From 23-Nov-2026 through the first day of the Event	**$78,228** (80% of the Total Contracted Guest Room Revenue Commitment
From 25-Aug-2026 through 22-Nov-2026	**$68,450** (70% of the Total Contracted Guest Room Revenue Commitment
Agreement signing through 24-Aug-2026	**$48,892** (50% of the Total Contracted Guest Room Revenue Commitment

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate, for reasons, including, but not limited to, the uncertainty, at the time of contracting, of the business that can be rebooked and the associated rates; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above table.

Rights of Termination for Cause

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

I. if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, a pandemic, a travel restriction on members of the general public issued by a governmental agency, curtailment of public transportation facilities, or any other unexpected emergency of a comparable nature beyond the party's control that in each case makes it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or

II. if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or

III. if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

Indemnification and Hold Harmless

Hotel agrees to defend, indemnify and hold Group harmless from and against any costs, losses, expenses, damages, and/or liabilities, including reasonable attorneys' fees, resulting from any third-party claim, action, or cause of action arising out of: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees, attendees, invitees, and representatives harmless from and against all costs, losses, expenses, damages, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from any third-party claim, action, or cause of action alleging: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

Limitation of Liability

Except for damages covered by the indemnifying party's indemnification obligations under this Agreement, neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

Group hereby acknowledges and agrees that the Hotel management entity is executing this Agreement solely as agent for the Hotel and that no personal liability is assumed by such entity or its affiliates on account of this Agreement or the covenants herein.

Insurance

Group and Hotel shall each maintain sufficient insurance to insure their respective indemnification obligations set forth in this Agreement, and each shall provide evidence of such insurance upon request.

Contractors

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers, including without limitation, their execution of waivers, releases, and/or indemnity agreements, as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates as additional insureds with regard to their activities.

Damage to Hotel Premises

Group shall be responsible for all damage to the hotel premises caused by Group, its agents, contractors, attendees or invitees. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Public Access Laws

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or any equivalent applicable laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

Compliance With Laws

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to the performance of its obligations under this Agreement.

Assignment
Under no circumstances may Group, Agent or anyone else acting on behalf of Group, assign, transfer or resell to a third party its rights or obligations under this Agreement, including, without limitation, Group's reservation or commitments regarding guest rooms, meeting and event space, food and beverage events or other contracted facilities or services under this Agreement without Hotel's prior written consent. Nothing herein shall be construed as prohibiting or limiting Hotel's right to assign the Agreement or any of its rights or obligations hereunder. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

Changes; Notice
Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; or (iii) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

Confidentiality
Each party hereby agrees that all confidential or proprietary information gathered or learned about the other party resulting from or otherwise arising out of this Agreement (excluding personal data, which is addressed exclusively in the following Section ("Privacy of Personal Information"), collectively "Confidential Information") shall remain confidential at all times and each party will use commercially reasonable efforts to limit disclosure to those necessary for performance of the Agreement. Group, and not Hotel, is solely responsible for safeguarding, collecting, or destroying its Confidential Information distributed or circulated by Group to Event attendees during any portion of the Event.

Privacy of Personal Information
Hotel complies with the Global Privacy Policy, which is available at http://privacy.hyatt.com (the "Privacy Policy"). If applicable, Group agrees to inform guests and Event attendees ("Guests") where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, Event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, Group acknowledges and agrees that if it uses certain third-party services (e.g., a web-based reservation system to manage bookings) such services may be subject to separate terms and conditions of that third party (privacy obligations) and may be different than those in this Agreement.

Hotel Name and Trademark
Except for using the name and address of the hotel for the limited purpose of identifying the location of the Event, Group shall not use the name, trademark or logo or any other proprietary designation of Hotel in any advertising or promotional material without the prior written permission of Hotel. Group shall comply with the terms and conditions required by Hotel for such use.

Human Rights/Combating Human Trafficking
At Hyatt, we respect the fundamental human rights of all people and have taken an aggressive approach to prevent human trafficking both at Hyatt properties and more broadly in the hospitality industry. For more information about our human trafficking prevention efforts, please visit the World of Care website available at: https://about.hyatt.com/en/world-of-care/caring-for-people/human-rights-trafficking.html.

Hyatt's Global Care & Cleanliness Commitment

Hyatt's priority is guest and colleague safety and wellbeing. Guided by our purpose of care, Hyatt has established a multi-layered Global Care & Cleanliness Commitment that builds on our existing rigorous protocols and includes an accreditation process, colleague training and support resources and a cross-functional working group of medical experts and industry professionals. Hyatt's Global Care & Cleanliness Commitment is available at: https://www.hyatt.com/info/global-care-and-cleanliness-commitment.

Permits, Licenses and Approvals

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

Arbitration

The parties agree that any and all claims, controversies or disputes between the parties arising out of or relating to this Agreement shall be submitted to arbitration before a single arbitrator in the city or county in which Hotel's premises are located. The arbitration proceedings shall be conducted in accordance with: (i) for U.S. hotels, the Commercial Arbitration Rules of the American Arbitration Association; (ii) for all non-U.S. hotels, the applicable rules of the International Centre for Dispute Resolution, (iii) or such other dispute resolution provider as otherwise agreed to by the parties. The arbitration proceedings shall be completed as soon as possible but not more than sixty (60) days after the appointment of an arbitrator. The parties agree to produce and exchange documents within ten (10) days of appointment of an arbitrator, unless otherwise agreed. The parties expressly agree that the arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. The parties agree that the arbitrator shall adhere faithfully to the laws of the State or Province in which Hotel's premises are located and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorneys' fees and costs expended in connection with any arbitration conducted under this provision.

Waiver

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement. A waiver shall only be enforceable if made in writing.

Enforceability and Survival

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. Any provision of this Agreement intended to survive completion or termination of this Agreement shall survive (including without limitation, "Cancellation Option," "Contracted Guest Room Revenue - Attrition Policy," "Damage to Hotel Premises," "Indemnification and Hold Harmless," "Confidentiality," Insurance," and "Limitation of Liability").

Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Total Guest Room Block and/or meeting and event space as set forth herein.

Entire Agreement

This Agreement and Hotel Information Sheet, if any, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

Each party represents and warrants that the individual below is authorized to sign this Agreement on the party's behalf, and when executed, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's Authorized Representative		By Group's Authorized Representative	
By:		By:	
Name:	Lauren Whitaker	Name:	Katrina Metzler
Title:	Sales Manager	Title:	Executive Director
Date:		Date:	