

Contract Date: 4/21/2016



KIRKLAND, WASHINGTON

PRIVATE DINING SALES SOCIAL EVENT AGREEMENT

CLIENT		PROPERTY	
Client Name:	Stephanie Kenison	Property Name:	The Heathman Hotel
Title:	Programming Co-Chair	Address:	220 Kirkland Avenue
Company Name:	WNET	City, State, Zip:	Kirkland, WA 98033
Address:		Private Dining Manager:	Lauren Mealey Sales Manager
City, State, Zip:		Fax:	(425) 284-5928
Event Name:	Women in Cable Telecommunications	Phone:	(425) 284-5810
Phone:	253-261-5497	E-mail:	lmealey@heathmankirkland.com
Fax:		Start Date:	08-09-2016
E-mail:	stephanie_kenison@cable.comcast.com	End Date:	08-09-2016

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

SCHEDULE OF EVENTS

Date	Time	Event	Function Space	Room Rental	Att.
Tuesday / 08-09-16	08:30 AM-10:00 AM	Breakfast Buffet	San Juan Ballroom	\$100	100

A minimum food and beverage purchase of \$940 (before 20% service charge and sales tax) and room rental of \$100 (before sales tax) is required. If your event does not reach the food and beverage minimum, the difference will apply as meeting room rental plus applicable state and local taxes.

- Does not include service charges, labor fees, federal, state or local taxes or any other fees outside of food and beverage product sales.

The terms and conditions of this agreement between you and The Heathman Hotel are intended to clarify and communicate the commitments between the two parties to assure the result of your event is to your expectation.

1. **ASSIGNMENT/CONFIRMATION OF FUNCTION SPACE:** You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. The schedule of events listed above, indicates the space that is tentatively being held for the Women in Cable Telecommunications and will be held on a definite basis upon signing of this contract by both parties. If for any reason the function space reserved is not available for your event, you agree that we may substitute space of appropriate size and comparable quality for your event. Please contact the hotel at least one month before your event to review and confirm the details for your event, including menus, decorations, entertainment and beverage service. Upon review of your event requirements, Banquet Event Orders ("BEO") will be sent to you to confirm all final arrangements and prices. These BEO's must be signed and returned prior to the event and will serve as a part of this agreement.

2. **GUARANTEE OF ANTICIPATED REVENUE:** At least four (4) business days before your event, you must inform us, in writing, of the exact number of people who will attend your event. If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the total anticipated revenue from your event. You will be charged based on the event guarantee that you give us or the anticipated revenue indicated at the time you signed this agreement, whichever is greater. We will not undertake to serve more than 5% more than this guaranteed minimum.
3. **PAYMENT IN ADVANCE/DEPOSITS:** We require that you pay a non-refundable deposit of 25% of your food and beverage minimum (exclusive of service charge and taxes) and room rental (excluding taxes) when you sign this agreement. The hotel has calculated an estimated dollar value for the food & beverage associated with your event deposit(s) are due as follows:

Deposit	Amount Required	Due Date	Description:
1.	\$260	4-26-16	25% non-refundable deposit
2.	\$1,040	9-26-16	Current estimate of food and beverage requirements
Total	\$1,469	9-26-16	Total estimated prepayment including tax (9.5%), gratuity (20%), plus refundable overage charge (10%).
Actual expenditure will be determined by specifics such as final guest count, meal selections, beverage consumption and products and services coordinated through your Event Manager. You will be provided with an updated estimate prior to the final payment due date.			

A 10% overage charge is required and will be applied to any additional food or beverage charges that might be incurred the night of your event; any amount over paid will be refunded after the event concludes and billing has been reviewed.

Unless you have established credit in advance with us, you will pay the total estimated charges in cash or by certified check at least fourteen (14) days prior to your function or by personal bank check two weeks prior to your function. We may terminate this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee outlined below if payment is not made as agreed. If you have established credit, payment in full will be due within thirty (30) days of your function. If you prefer, all charges can be paid by credit card. The Heathman accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your function, you will provide us with the credit card to which all estimated master account charges will be charged.

In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event. In the State of WA, service charges and public room rental are subject to a 9.5% tax.

4. **CANCELLATION:** You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by you to us upon notice of cancellation as liquidated damages.
- Cancellation between date of signing and 90 days of event, (25% non-refundable deposit) \$260
 - If notified between 89 and 60 days in advance of the event, (50% of estimated charges) \$520
 - If notified between 59 and 30 days in advance of the event, (65% of estimated charges) \$676
 - If notified between 29 and day of event, (100% of estimated charges) \$1,040

As products and services must be purchased and scheduled in advance, notification 14 business days or less before the event will require that 100% of all estimated charges (including labor and service fees, rentals and applicable taxes) for the final guarantee or contracted number of guests will be charged.

5. **GRATUITY & SERVICE CHARGE:** All food and beverage is subject to a 20% service charge. Service charge is not subject to reduction. All food and beverage is subject to a 9.5% sales tax. Meeting room rental is subject to a 9.5% sales tax. Taxes and service charges subject to change.
6. **OVERTIME:** You agree to begin your event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designated event space at the end time indicated on the final BEO. You further agree to reimburse us for any overtime wage payments or other expense incurred by us because of your failure to comply with these regulations.

7. **PRICE INCREASES:** There may be increases in prices due to unforeseen changes in market conditions at the time of your event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices. Alternatively, we, at our option, may in such event make reasonable substitutions in menus and you agree to accept such substitutions.
8. **SET UP CHARGES.** Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover hotel costs and additional labor. Should room setup change within 24-hours of event, a labor fee will apply. If equipment is necessary that exceeds hotel's inventory, then you agree to pay for the cost of renting this additional equipment. You agree to indemnify us for any damage caused to any hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents.
9. **OUTSIDE FOOD AND BEVERAGE:** Due to state law, you may not bring food or alcoholic beverages into the hotel. You must obtain prior approval from The Heathman before you bring in any food or non-alcoholic beverages from outside sources. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by hotel staff are brought in for consumption by your guests. Service fees of \$25 per person will apply to any outside food or beverage served in our function space regardless if hotel labor is required. Food or beverage from the Private Dining Rooms is not permitted off Hotel premises.

If event does not purchase Food and Beverage during their meeting, a \$75 service fee will apply each day.

10. **WINE DISCLAIMER:** Specialty wines are available for order. All wine orders, including house wine, must be received 7 business days prior to event. Please contact your Event Manager for more information and the most current wine list.
11. **DISPLAYS AND DECORATIONS; YOUR PROPERTY:** We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for hotel staff to provide the labor for any installations or removals of such. Signage must be of professional quality and have your private dining services contact's approval. Event signage must remain on the event level unless it is a directional sign. All signs must be mounted on poster board or placed on a sign holder and cannot be tacked, taped or nailed to the walls or glass. We hope that you understand the importance of maintaining the décor and interior of our hotel. No confetti, glitter or hay is allowed into the Hotel. A cleaning fee will apply.
12. **SECURITY:** If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.
13. **CONDUCT OF EVENT:** You agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations, and our rules, copies of which are available from the hotel's sales department. You agree to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event. Should you require any rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel and you will be responsible for all costs associated therewith.
14. **INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless The Heathman Hotel, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the hotel. You represent and warrant that your activities conducted at the hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.
15. **FIRE SAFETY:** All room sets must be in compliance with the local Fire Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits. Any event which has vehicle displays, fog machines, fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan

approval and stand-by fire watch are your responsibility and final approved copies must be received at least three days prior to the event.

16. **AUXILIARY AIDS:** The hotel represents and you acknowledge that the hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space at least two weeks prior to your event. You agree to pay all charges associated with the provision of such aids by the hotel.
17. **DELIVERIES:** Arrangements for delivery, shipping, receiving, and storage of packages should be made through the private dining office. Receiving, handling and shipping charges may apply. No COD packages will be accepted. The hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC). All materials will be accepted no earlier than three (3) days prior to your event. Please include the name of the event, dates of the event and a contact name on each box/package. Deliveries of over ten (10) boxes will be assessed a handling fee of \$2.00 per box by the hotel. All boxes for return shipment will be charged a handling fee. Please ask your Private Dining Manager regarding fees. Deliveries to guest rooms are \$3.00 per room.
18. **PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference The Heathman Hotel name or logo. The Heathman Hotel does not offer or accept any terms or conditions which provide commissions, rebates, or other forms of compensation related to revenue for food, beverage, room or equipment rental.
19. **COMPLIANCE WITH LAWS.** Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. Group represents, warrants and agrees that it is currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury.
20. **COLLECTION/ATTORNEY'S FEES:** The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If the hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, you will pay all expenses incurred by us in such collection efforts.
21. **ARBITRATION:** The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court.
22. **AMENDMENTS/CHANGES:** The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events.
23. **INSURANCE:** You agree, if requested by us, to obtain and keep in force, during the term of its occupancy and use of our premises for your event, policies of general liability insurance, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of \$1,000,000.00 with such responsible insurance companies satisfactory to us; and, if applicable, worker's compensation insurance to statutory limits, employer's liability insurance with limits of \$100,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with limits satisfactory to us. You agree to include The Heathman Hotel and Owner in such policies as additional insureds thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least three (3) days prior to your event copies of certificates of insurance for each policy required by us.

24. **FORCE MAJEURE:** Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the hotel, governmental authority, or war in the United States make it illegal or impossible for the hotel to hold the event.

25. **PARKING:** The Heathman Hotel offers secured underground valet parking for our guests. Current pricing for our valet parking is as follows:

0-3 hours: complimentary

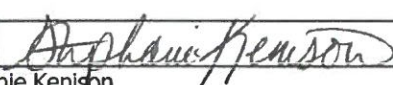
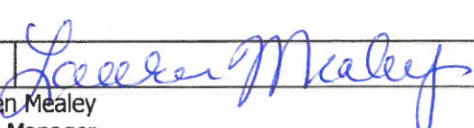
3-12 hours: \$10

Overnight Parking: \$15

26. **ACCEPTANCE:** All of the above facilities and services are being held on a first option tentative basis until **April 26, 2016**. After this date, all contractual items noted herein shall be null and void unless notified in writing by Women in Cable Telecommunications of a delay with the subsequent acceptance of the delay by the hotel.

The undersigned are authorized to sign and enter into this contract.

ACCEPTED AND AGREED TO:

Women in Cable Telecommunications		The Heathman Hotel	
By: 		By: 	
Stephanie Kenison		Lauren Mealey Sales Manager	
Date: 4/21/16		Date: 4/27/16	