

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: The Lincoln Marriott Cornhusker Hotel, 333 South 13th Street, Lincoln, NE, 68508, (402) 474-7474 and Lancaster County Commissioners and outlines specific conditions and services to be provided.

ORGANIZATION: Lancaster County Commissioners

CONTACT: Name: Minette Genuchi
 Job Title: Administrative Assistant
 Street Address: County City Building
 City, State/Province: Lincoln, NE
 Postal Code: 68508
 Phone Number: (402) 441-7449
 E-mail Address: mgenuchi@lancaster.ne.gov

NAME OF EVENT: Lancaster County Employee Recognition Breakfast

REFERENCE #: M-B2BGGEU

OFFICIAL PROGRAM DATES: Tuesday, 05/22/2018

ANTICIPATED ATTENDANCE: 100

NO ROOM TRANSFER BY GUEST

Lancaster County Commissioners agrees that neither Lancaster County Commissioners nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Lancaster County Commissioners reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Lancaster County Commissioners, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Related Events
05/22/2018	Tue	7:30 AM	9:00 AM	Breakfast	Rounds of 10	100	7:15 AM - Registration

All meeting room, food and beverage, and related services are subject to applicable service charge (currently 22%) in effect on the date(s) of the event.

DAMAGE TO FUNCTION SPACE

Lancaster County Commissioners agrees to pay for any damage to the function space which may be caused by an act of negligence of the Lancaster County Commissioners and its employees. Lancaster County Commissioners will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Lancaster County Commissioners and its employees.

CURRENT CATERING MINIMUM RATES

Hotel's 2018 minimum catering prices are as follows:

Breakfast: \$14.00 per person

These quotations do not include any applicable service charge of 22%. All food and beverage served in the Hotel must be purchased from the Hotel.

FOOD AND BEVERAGE CANCELLATION/ATTRITION

The group must initially confirm the expected number of attendees of its catered functions at the time of booking the event and

again 5 working days before the scheduled function. If the guarantee is not received, the anticipated attendance will become the guarantee. This will be the final guarantee. Subsequently, the figure may be increased but cannot be decreased. In an upward adjustment, we cannot guarantee that we can provide the same item as originally selected.

The Lincoln Marriott Cornhusker Hotel will permit 20% attrition from the initially confirmed number of attendees without payment of any fee. If attendance at any catered function slips more than 20% below the initially confirmed number of attendees or if the function is canceled, the group will pay The Lincoln Marriott Cornhusker Hotel, as liquidated damages and not as a penalty, the following amounts with respect to each function:

1. The full per-guest price of the function for each attendee below the initially confirmed number of attendees less permitted attrition, but above the number of attendees confirmed 5 working days in advance of the function; plus, if applicable.
2. The full per-guest price of the function for each attendee below the number of attendees confirmed 5 working days in advance of the function.

The Lincoln Marriott Cornhusker Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

EVENT MANAGEMENT

An Event Manager will be coordinating all of the details pertinent to your function activities and room block. These details will include specific food and beverage arrangements, program revisions, room set-ups, rooming lists, and relevant billing instructions. Please be advised that no food or beverage of any kind may be brought into the hotel by or on the behalf of the guest, or any of the customer's guests or attendees.

PARKING

The City of Lincoln owns and manages two adjacent covered parking garages. Current parking charges are free the first hour and then \$1.25 an hour up to \$11.25 for overnight parking (garage pricing and hours of operation are subject to change). Valet parking can be provided at \$17.00 per day (prices subject to change). The daily valet charge can be added to the guestroom charges and paid upon check out by cash or credit card. Garage pricing is subject to increases during city special events.

OUTSIDE FOOD AND BEVERAGE POLICY

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

CANCELLATION POLICY

The group agrees that should either party cancel this event for any reason, including cancellation of function space or sleeping rooms, that the non-canceling party will suffer damages. Therefore, the parties agree that the canceling party will pay as liquidated damages to the non-canceling party immediately upon notice of cancellation based upon the calculation below:

- Six months out and up to 60 days prior to scheduled group arrivals, a cancellation payment of 50% of the group's total anticipated revenue would apply.
- Sixty days out and up to the group's arrival day, a cancellation payment of 80% of the group's total anticipated revenue would apply.

Both parties agree that after receipt of such amounts it will not seek additional damages.

SPECIAL CONCESSION

In consideration of the functions identified on the Function Information Agenda/Event Agenda, and the commitments, The Lincoln Marriott Cornhusker Hotel will provide Group with the following special concession:

1. The Lincoln Marriott Cornhusker Hotel would like to offer complimentary Wi-Fi in the event space for the group.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical – but in no event longer than ten (10) days – after learning of such basis.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Lancaster County Commissioners agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Lancaster County Commissioners will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, each party will pay for its own costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

Lancaster County Commissioners understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS

This section does not apply to customers that are not part of the U.S. federal government. This section describes the Hotel's obligations as a federal contractor.

Hotel shall comply with all applicable laws, statutes, rules, ordinances, codes, orders, and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Hotel (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity national origin, protected veteran status or disability.**

Hotel also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Hotel shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, linens, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Lancaster County Commissioners's needs. If such special setups or extraordinary formats are requested, Hotel will present Lancaster County Commissioners two (2) alternatives: (1) charging Lancaster County Commissioners the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Lancaster County Commissioners requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All

security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Lancaster County Commissioners wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

Lancaster County Commissioners will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Lancaster County Commissioners may use or request to be used at the Hotel.

ACCEPTANCE

When presented by the Hotel to Lancaster County Commissioners, this document is an invitation by the Hotel to Lancaster County Commissioners to make an offer. Upon signature by Lancaster County Commissioners, this document will be an offer by Lancaster County Commissioners. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Lancaster County Commissioners at any time prior to Lancaster County Commissioners’ execution of this document, the outlined format and dates will be held by the Hotel for Lancaster County Commissioners on a first-option basis until January 24, 2018. If Lancaster County Commissioners cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Lancaster County Commissioners and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

ELECTRONIC SIGNATURES

In accordance with federal law, the parties may execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (“■”) at the end of the line marked “Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)*.” This Agreement shall not be binding on either party until both parties have executed versions of the Agreement that are identical (apart from the electronic execution and/or signatures) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Lancaster County Commissioners:

Name: (Print) _____

Signature: (Sign) _____

Title: (Print) _____

Date: _____

If by Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*):

Approved and authorized by Hotel:

Name: (Print) Patrick Murphy

Title: (Print) Senior Catering Sales Manager

Date: _____

If by Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*):

*This may be done in Microsoft Word using the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”