



# THE WARRIOR

SIOUX CITY

AUTOGRAPH COLLECTION®  
HOTELS

**Group Sales Agreement**  
**The Warrior Hotel**  
**525 6<sup>th</sup> St. Sioux City, IA 51101**

## 1.1 2022 Cosmopolitan International Convention

The following represents an agreement between The Warrior Hotel, Autograph Collection, 525 6<sup>th</sup> St. Sioux City, IA 51101, (712)317-1004 and Cosmopolitan International

ORGANIZATION: Cosmopolitan Club

### CONTACT:

Name: David House  
Job Title: Executive Director  
Street Address: PO Box 524  
City, State, Postal Code: Boys Town, NE 68010  
Country/Region: USA  
Phone Number: 717-295-7142  
E-mail Address: Headquarters@cosmopolitan.org

NAME OF EVENT: 2022 Cosmopolitan International Convention

REFERENCE #: M-LKHN6OL

OFFICIAL PROGRAM DATES: July 20 – July 24, 2022

## 1.2 GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and 2022 Cosmopolitan International Convention agrees that it will be responsible for utilizing 192 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"): Cutoff July 1, 2022

### Attendees

| Date          | Day       | Suite     | Standard Double Queen Room | Standard King Room | Total Rooms |
|---------------|-----------|-----------|----------------------------|--------------------|-------------|
| 07/20/2022    | Wed       | 2 @ \$219 | 2 @ \$139                  | 8 @ \$139          | 12          |
| 07/21-24/2022 | Thurs-Sat | 2 @ \$219 | 10 @ \$139                 | 50 @ \$139         | 180         |

Hotel's room rates are subject to applicable state and local taxes (currently 13.65% and \$2.95 Sustainability fee) in effect at the time of check-out.



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## 2.0 PAYMENT BY CREDIT CARD OR COMPANY CHECK

If 2022 Cosmopolitan International Convention wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into to our secure online website from Marriott the link will be emailed to you.

Prior to the execution of this agreement 2022 Cosmopolitan International Convention shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by 2022 Cosmopolitan International Convention This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

2022 Cosmopolitan International Convention agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

## 2.1 BILLING ARRANGEMENTS

The following billing arrangements apply: **Company Check or Credit Card**

## 2.2 ADVANCE PAYMENT

An advance payment of \$2000.00 was required to hold arrangements on a definite basis. Advance payment is non-refundable and will act as a down payment to your event.

Payment of the full amount of the Food & Beverage Minimum due to the Hotel no later than 14 days prior to the event. Any amount that surpasses the food and beverage minimum will be billed at the conclusion of the event.

## 2.3 FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by 2022 Cosmopolitan International Convention, 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 | Rental | Function Space     |
|--------------------|-----------|------------|----------|--------------------|-----------|----------|--------|--------------------|
| 07/20-07/31/2022   | Wed.-Sun  |            |          | Meeting            | Rounds    | 125-150  | Waived | Ballroom           |
| 07/221-07/24/2022  | Thurs-Sat |            |          | CI Board Meetings  | Classroom | 25       | Waived | Meadowlark Room    |
| 07/21 – 07/24/2022 | Thurs-Sat |            |          | CDF Board Meetings | Boardroom | 15       | Waived | Warbler Board Room |

Rental of ballroom includes set up, linens and tear down. The price does not include any food and beverages. All meeting room, food and beverage, and related services are subject to applicable taxes (currently 7%) and service charge (currently 22%) in effect on the date(s) of the event.



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## PAYMENT SCHEDULE

| <b>Date of Payment</b>          | <b>Amount Due</b>                                 |
|---------------------------------|---|
| Upon Receipt of Signed Contract | Deposit to hold the date \$2,000.00               |
| Due by June 29 , 2022           | 100% of final food and beverage quote and numbers |

## 3.0 DAMAGE TO FUNCTION SPACE

2022 Cosmopolitan International Convention agrees to pay for any damage to the function space that occurs while 2022 Cosmopolitan International Convention is using it. 2022 Cosmopolitan International Convention will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than 2022 Cosmopolitan International Convention.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

## 3.1 EVENT SPACE

Function rooms are available no earlier or later than the time stated on your contract unless prior arrangements have been made with the sales and catering office. Should your event extend beyond the original agreed-upon time of conclusion, you will be subject to an additional per hour labor charge. If a change from the original room set-up is requested on the day of the function, an additional \$100.00 minimum labor charge will be added to the banquet check. The Warrior Hotel reserves the right to inspect and monitor all private parties, meetings, receptions weddings, etc. being held on the premises.

## 3.2 ENGINEERING CHARGE

The hotel will provide basic electrical service to all meeting rooms. Groups such as tradeshow, exhibit booths, or groups having equipment with specific electrical needs should secure prior arrangements through the catering sales office. Charges will be incurred for special needs. Electrical charges will become the responsibility of the group hosting the event. To ensure availability, arrangements for special electrical needs must be confirmed three (3) weeks prior to the event date.

## 3.3 PRICES/MENU

Menu prices cannot be guaranteed until 90 days prior to the event date. All menu prices are subject to applicable tax and service charge (which is taxable). Current prices listed on our catering menus are subject to change prior to confirmation. Quotes for a specialty theme or custom menu choices are available through our catering sales department.



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## **4.0 ALCOHOLIC BEVERAGE CONSUMPTION**

The sales and service of alcoholic beverages is regulated by the Iowa State Liquor Commission. As a licensee, The Warrior Hotel is responsible for the administration of these regulations and as duly licensed by the state, observes the following restrictions.

**Alcoholic beverages may not be brought into hotel function rooms and conference center from outside sources.**

Consumption of alcoholic beverages is restricted to persons of legal age as determined by the State of Iowa and the hotel reserves the right to challenge the age and/or the identification of any individual.

The hotel reserves the right to refuse service of alcoholic beverages to any individual deemed to be intoxicated.

## **4.1 FOOD AND BEVERAGE ATTRITION/CANCELLATION**

The Hotel is relying upon the food and beverage functions outlined on the Function Information Agenda/Event Agenda. 2022 Cosmopolitan International Convention agrees that a loss will be incurred by Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

2022 Cosmopolitan International Convention agrees that it will provide Hotel total Event food and beverage revenue of **\$5000.00** exclusive of taxes and service charges ("Agreed Event F&B Revenue"), subject to change(s) by 2022 Cosmopolitan International Convention no later than 14 days prior to each function of the Event. 2022 Cosmopolitan International Convention shall provide Hotel with 14 days advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event. 2022 Cosmopolitan International Convention shall provide Hotel this information no later than 14 days prior to the scheduled time for each such function. The net number of covers resulting from this notice shall be referred to herein as a "Guaranteed Function".

If 2022 Cosmopolitan International Convention fails to (i) provide Hotel with the full Agreed Event F&B Revenue; or (ii) use all the covers at any Guaranteed Function; or (iii) provide Hotel with any increase in the Agreed Event F&B listed in the Banquet Event Order, 2022 Cosmopolitan International Convention will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

1. The full per-guest price of any unused cover at any Guaranteed Function; plus
2. The Meeting Room Rental Fee Waived

\* If applicable, state and local taxes will be added to all attrition and cancellation fees.

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

## **4.2 MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

2022 Cosmopolitan International Convention agrees to a minimum banquet food and beverage revenue of \$20,000.00



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exclusive of tax and service charge (the “Minimum Banquet Food and Beverage Revenue”). Hotel will confirm the food and beverage prices 30 days prior to 2022 Cosmopolitan International Convention arrival date.

Food & Beverage Selections are due to the Hotel four weeks prior to the first event date.

Should your final count drop below the approximate number of guests listed on the Function Information Agenda/Event Agenda, we will be happy to advise you on additional alternatives in food and beverage which will assure achievement of the agreed upon minimum revenue figures for your function.

### **5.1 CANCELLATION**

2022 Cosmopolitan International Convention acknowledges that if it cancels or otherwise essentially abandons its planned use of the Function Information Agenda and/or Food & Beverage Minimum (a “Cancellation”), this action will constitute a breach of 2022 Cosmopolitan International Convention obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and 2022 Cosmopolitan International Convention obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, 2022 Cosmopolitan International Convention agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a cancellation occurs, the parties agree that:

- a. it would be difficult to determine Hotel’s actual harm.
- b. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c. the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling 2022 Cosmopolitan International Convention space and functions.

2022 Cosmopolitan International Convention therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

| <b>Date of Cancellation</b>         | <b>Amount of Liquidated Damages Due</b> |
|-------------------------------------|---|
| Date of Agreement to 30 days prior  | 25% of Estimated Event Revenue          |
| From 30 days prior to 14 days prior | 100% of Estimated Event Revenue         |

Provided that 2022 Cosmopolitan International Convention timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from 2022 Cosmopolitan International Convention relating to the Cancellation.

### **5.2 IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance



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beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to 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.

#### **6.1 INDEMNIFICATION**

Each party to this Agreement shall, to the extent not covered by the indemnified party's insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

#### **6.2 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

Each party agrees to use good faith efforts to ensure that it complies with its obligations under the Americans with Disabilities Act and the Act's accompanying regulation and guidelines (collectively the "ADA"). Each party further agrees to indemnify and hold the other party harmless from and against all claims and expenses, including attorney's fees and litigation expenses, that may be incurred by or asserted against the other party or its officers, directors, agents, and employees based on the indemnifying party's non-compliance with any of the provisions of the ADA. 2022 Cosmopolitan International Convention agrees to provide Hotel with reasonable advance notice about the special needs of any attendees of which 2022 Cosmopolitan International Convention is aware.

#### **6.3 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 2022 Cosmopolitan International Convention agrees to cooperate with each other to ensure compliance with such laws.

#### **6.4 CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations, or deletions including corrective lining out by either Hotel or 2022 Cosmopolitan International Convention 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.

#### **6.5 DISPUTE RESOLUTION**



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In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

#### **7.0 LIQUOR LICENSE**

**2022 Cosmopolitan International Convention 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 underage.**

#### **7.1 COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott 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.

Marriott (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.**

Marriott 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, Marriott 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.

#### **7.2 PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.



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Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

2022 Cosmopolitan International Convention will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

#### **8.1 IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards 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 2022 Cosmopolitan International Convention needs. If such special setups or extraordinary formats are requested, Hotel will present 2022 Cosmopolitan International Convention two (2) alternatives: (1) charging 2022 Cosmopolitan International Convention the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

#### **8.2 TAX EXEMPTIONS**

If 2022 Cosmopolitan International Convention maintains tax exempt status, 2022 Cosmopolitan International Convention must provide Hotel with a valid tax exemption certificate(s) by no later than 7 days prior to group's arrival to be exempt from tax charges. Group acknowledges that individual attendees do not qualify for tax exemptions.

#### **8.3 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 2022 Cosmopolitan International Convention 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.

#### **8.4 USE OF OUTSIDE VENDORS**

If 2022 Cosmopolitan International Convention wishes to hire outside vendors to provide any goods or services at Hotel during the Event, 2022 Cosmopolitan International Convention must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification





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agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to 100th Anniversary Junior League, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

**9.1 PERFORMANCE LICENSES**

2022 Cosmopolitan International Convention 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 2022 Cosmopolitan International Convention may use or request to be used at the Hotel.

**9.2 MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and 2022 Cosmopolitan International Convention has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection



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The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

#### **10.1 ACCEPTANCE**

When presented by the Hotel to 100th Anniversary Junior League, this document is an invitation by the Hotel to 2022 Cosmopolitan International Convention to make an offer. Upon signature by 2022 Cosmopolitan International Convention Party, this document will be an offer by 2022 Cosmopolitan International Convention. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies 2022 Cosmopolitan International Convention at any time prior to 2022 Cosmopolitan International Convention execution of this document, the outlined format and dates will be held by the Hotel for 2022 Cosmopolitan International Convention on a first-option basis until **Friday, August 20, 2021**. If 2022 Cosmopolitan International Convention 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, 2022 Cosmopolitan International Convention and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

#### **SIGNATURES**

Approved and authorized by 2022 Cosmopolitan International Convention:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: (Print) Lila Plambeck

Title: (Print) Director of Sales & Marketing

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



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The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.


#### 10.1 ACCEPTANCE

When presented by the Hotel to 100th Anniversary Junior League, this document is an invitation by the Hotel to 2022 Cosmopolitan International Convention to make an offer. Upon signature by 2022 Cosmopolitan International Convention Party, this document will be an offer by 2022 Cosmopolitan International Convention. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies 2022 Cosmopolitan International Convention at any time prior to 2022 Cosmopolitan International Convention execution of this document, the outlined format and dates will be held by the Hotel for 2022 Cosmopolitan International Convention on a first-option basis until **Friday, August 20, 2021**. If 2022 Cosmopolitan International Convention 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.

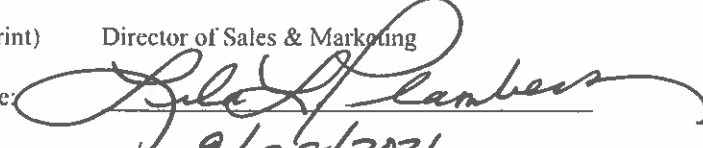
Upon signature by both parties, 2022 Cosmopolitan International Convention and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

#### SIGNATURES

Approved and authorized by 2022 Cosmopolitan International Convention:

Name: (Print) DAVID C HOUSE  
Title: (Print) EXECUTIVE DIRECTOR  
Signature:   
Date: 9-24-21

Approved and authorized by Hotel:

Name: (Print) Lila Plambeck  
Title: (Print) Director of Sales & Marketing  
Signature:   
Date: 9/28/2021