

GROUP SALES AGREEMENT

AC Hotel Santa Rosa

This agreement (the "Agreement") is made and entered into by and between the legal owner entity of the AC Hotel Santa Rosa (hereinafter referred to as "Hotel") and Go Strategic (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after it is signed by both parties.

GROUP INFORMATION

Group Contact Name: KimBeary

Group Contact Phone: (707) 578-7700

Group Contact E-Mail Address: kbeary @gostrategic.com

Group Contact Mailing Address: 1221 Farmers Lane, Suite E Santa Rosa, CA 95405

Event Dates: Thursday, May 4, 2023 - Sunday, May 7, 2023

Event Name: Go Strategic Conference Room Block

GROUP ROOM RESERVATIONS

<u>Sleeping Rooms and Rates</u>. Hotel agrees that it will provide, and Group agrees that either Group or guests of Group (as specified below) will purchase, 30 roomnights in the Hotel in the following pattern (the "Room Block"):

	Thu 05/04/2023		Fri 05/05/2023		Sat 05/06/2023	
	Rooms	Rate	Rooms	Rate	Rooms	Rate
One King Bed	5	\$219.00	5	\$219.00	5	\$219.00
Two Queen Beds	5	\$219.00	5	\$219.00	5	\$219.00

Taxes.

The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

Early Departure Charge.

All sleeping rooms shall be subject to an Early Departure Charge equal to one night's room rate, plus applicable fees, taxes and assessments. Group shall be responsible for disclosing to guests this early departure fee, and in the event guest falls to pay or otherwise disputes the Early Departure Charge, Group shall be liable for such fee.

Sleeping Room Reservations.

Each individual guest must make his or her own reservation by booking through a dedicated web link provided by the hotel no later than the Cutoff Date. All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card. If a guest does not cancel a reservation within forty-eight (48) hours before the guest's checkin date, then Hotel may charge the credit card one night's room fee plus any applicable taxes.

AC Hotel Santa Rosa 300 Davis Street Santa Rosa, CA 95401 https://www.marriott.com/stsaw 707-527-1075

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Sleeping Room Payment.

Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g. room service, gift shop charges and in-room entertainment fees). At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold in accordance with Hotel's standard procedure or process a prepayment in the amount of the guest's estimated charges, if prepayment has not already been made. Group shall notify its guests of this policy.

Cutoff Date.

After <u>Tuesday, April 4, 2023</u> (the "**Cutoff Date**"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

MISCELLANEOUS

Choice of Law and Dispute Resolution. This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court where the Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of forum non conveniens to any such action being adjudicated by any such court. In addition to any other obligations set forth in this Agreement, if any action is brought by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF THE HOTEL, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.

Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

 $\textbf{IN WITNESS WHEREOF}, \quad \text{Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below .}$

The Legal Ow ner Entity of AC Hotel Santa Rosa , through it's Agent	Go Strategic
By:	Ву:
Name: Rebecca Stone	Name: <u>Kim Beary</u>
Title: Executive Meetings Manager	Title:
Date:	Date:
E-Signed: 01/11/2023 04:09 PM PST	E-Signed: 01/11/2023 04:09 PM PST
Rebecca Stone	Kím Beary
rebecca.stone@acsantarosa.com IP: 12.97.123.101 Sertifi Electronic Signature	AC Hotel Sa http://www.news.com/specific Signature avis Street Santa Rosa, CA 95/101 Sertifi Electronic Signature

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