

## **DEFOOR HOSPITALITY GROUP**

### **EVENT AGREEMENT**

#### **STANDARD TERMS & CONDITIONS**

These Standard Terms and Conditions are an integral part of the Event Agreement (this "Agreement") between the Hotel and the Sponsor of the Event. If any provisions of this Part conflict with any provision of another Part of the Agreement, then the other Part will be controlling.

The Agreement consists of two or three Parts: 1) the Event Description; 2) these Standard Terms & Conditions; and 3) an optional Brand Addendum. The Event Description identifies all Parts of this Agreement. References to the Group, the Sponsor, the Hotel and the Brand refer to the terms and parties identified on the Event Description. The Hotel party is the owner of the Hotel, acting by and through its management company, DeFoor Hospitality Group.

#### **1. MASTER ACCOUNTS**

- a. On receipt and approval of the credit application, a Master Account will be set up for this Event. The Hotel may require that the Sponsor review this Master Account with Hotel daily and have charges approved in writing by Sponsor or Sponsor's designee to conform the validity of charges and eliminate discrepancies. Failure on Sponsor's part to review Master Account charges when requested by the Hotel before, during or after the Event will not be a basis for disputing any charge.
- b. If direct billing credit has not been approved for Sponsor and the Event, then no later than 30 days in advance of the first scheduled arrival of a Sponsor representative or guest for the Event, Sponsor will either provide the Hotel with a valid credit card to which all remaining estimated Master Account charges will be charged on that date or provide payment of all remaining estimated Master Account charges by cashier's check, certified check, or wire transfer.
- c. The Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a material adverse change in Sponsor's credit score or standing, financial status, contingent liabilities or even if credit had previously been approved.
- d. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to terminate this Agreement without prior notice to Sponsor and the Hotel will be entitled to cancellation damages as provided in this Agreement.
- e. If Sponsor is paying the Master Account by credit card, Hotel requests that Sponsor provide Hotel with Sponsor's credit card information before the start of the Event so that Hotel may place a pre-authorization hold on the credit card for

the anticipated charges under this Agreement and charge the credit card the actual amount owed on account at departure, releasing the balance of the hold, if any. If payment of all undisputed charges is not received within thirty (30) days after Sponsor's receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. Sponsor must submit to Hotel an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and Group agrees to pay the remainder immediately upon resolution of the dispute.

**2. DISPUTED HOTEL CHARGES**

Sponsor will notify the designated persons at the Hotel about any disputed charge(s) within three (3) business days after receipt of the invoice. The Hotel will work with Sponsor in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

**3. GUESTS WITH DISABILITIES**

The Hotel shall provide, to the extent required by law], such auxiliary aids and/or services as may be reasonably requested by Sponsor, provided that Sponsor gives reasonable advance written notice to the Hotel of such needs. Sponsor shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

**4. HOTEL CONDITION**

The Hotel's general condition on the date of this Agreement has been observed by Sponsor and determined by Sponsor to be acceptable. Except as required by the Hotel's brand, the Hotel has no obligation to undertake any renovation, replacements or improvements to the Hotel's physical condition to maintain such condition as observed on the date of this Agreement. The Hotel makes no representation or warranty that its brand affiliation will be maintained or continued and reserves the right to change or drop any brand affiliation with no obligation to Sponsor or any Event guest to maintain such affiliation through the dates of the Event. The Hotel has no obligation to continue its participation in any loyalty, points redemption or similar program that may allow the

Sponsor or its Event attendees to use points or rewards for the purpose of paying for any Hotel rooms, food and beverage or Event charges. The Hotel will notify Sponsor if any renovation or improvement program may affect the condition, functionality or usability of the Hotel or any of its facilities or amenities and will make reasonable efforts to accommodate the desire of Sponsor or Event attendees to use any affected facilities or amenities.

**5. LIQUOR LICENSE**

Sponsor understands that Hotel's beverage licenses require that beer, wine and spirits beverages only be dispensed by the Hotel's employees. The Hotel reserves the right to refuse to serve alcoholic beverages to persons who appear to be intoxicated or who cannot provide acceptable proof of lawful drinking age. The Hotel reserves the right to limit or cease service of alcoholic beverages at or for the Event at any time when it determines, in its sole discretion, that Hotel's obligations under applicable law, prudent business and safety practices in the hospitality industry or its obligations to protect Hotel guests and invitees from hostile, offensive or criminal conduct make such limitation or cessation necessary or appropriate.

**6. DAMAGE TO FUNCTION SPACE**

Sponsor agrees to pay for any damage to the function space that occurs while Sponsor is using it. Sponsor will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Sponsor and its Event attendees, or persons who are guests of the Events attendees.

**7. TECHNICAL SERVICES**

The Hotel's exclusive provider for audio/visual needs and services appears on the Event Description. No outside audio/visual equipment or companies will be allowed to provide equipment or services at the Hotel. If equipment or services are provided at the Hotel without prior consent then the Sponsor agrees to a \$1,000 production fee for the Event.

**8. IN-HOUSE EQUIPMENT**

Unless the Event Description indicates otherwise, the Hotel will provide, at no rental charge to Sponsor, 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 the Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Sponsor's needs. If such special setups or extraordinary formats are requested, the Hotel will present Sponsor two (2) alternatives: (1) charging Sponsor the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost. Sponsor's election of alternative will be binding on Sponsor.

**9. CHECK-IN AND CHECK-OUT TIME**

Unless the Event Description states otherwise, Hotel check-in time is 4:00 PM, check-out time is 11:00 AM. Early arrivals and late check-outs are subject to availability and prevailing fees.

**10. TAXES**

Sponsor or the party paying the Room Rate shall pay all applicable federal, state, municipal or other taxes, fees, or assessments (collectively, "Taxes") imposed on or applicable to Event. In the state in which Hotel is located, currently 17.25%. Hotel will honor any available tax exemptions for which Sponsor may qualify, provided that Sponsor properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate said exemption.

**11. FORCE MAJEURE**

The performance of this Agreement is subject to termination without liability on the part of Hotel or Sponsor upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, labor actions, civil disorder, or curtailment of transportation, to the extent that such circumstance makes it unlawful, impossible or impracticable for the Hotel to provide, or for groups in general to use, the Hotel facilities as intended in the Event Description. The right to terminate this Agreement without liability pursuant to this Section 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 first learning of such basis. A pandemic or epidemic will be considered a Force Majeure event only if the Hotel is forced to suspend operating its guest rooms and meeting rooms under an order from a governmental authority during the Event.

**12. COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws and regulations, including those governing health and safety, life safety, alcoholic beverages, public accommodations for persons with disabilities, anti-terrorism and anti-money laundering, and the like. Hotel and Sponsor agree to cooperate with each other to ensure compliance with such laws and regulations.

**13. USE OF OUTSIDE VENDORS**

If Sponsor wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Sponsor 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 the Hotel, in form and amount

reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) accept or reject, using reasonable business judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Sponsor, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities associated with the Event and Sponsor; and (c) the safety and well-being of the Event's attendees and the Hotel's other guests, invitees, licensees, employees and contractors.

**14. INSURANCE**

Sponsor shall obtain and maintain through the end of the Event, and shall provide proof of business liability insurance covering the Event, including without limitation coverages for bodily injury, property damage, reputational harm, products and completed operations, advertising liability, damage to rented premises, upon request of the Hotel in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from its obligations pursuant to this Agreement. The Event Description may impose additional insurance requirements for Sponsor under this Agreement.

**15. INDEMNIFICATION**

Hotel agrees to defend, indemnify and hold harmless Sponsor and its members, directors, officers, managers, employees and representatives ("Sponsor Indemnified Parties") from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel, its employees or any contractors hired or engaged by Hotel in connection with the performance of Hotel's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of the Sponsor Indemnified Parties, or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Law" or "Privacy of Personal Information."

Sponsor agrees to defend, indemnify, and hold harmless Hotel, the Hotel management company, any franchisor of the Hotel and their respective affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives ("Hotel Indemnified Parties") from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent or intentional act undertaken or committed by Sponsor, its employees, invitees, Event vendors and attendees or any contractors hired or engaged by Sponsor in connection with the Event and performance of Sponsor's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of the Hotel Indemnified Parties, or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Law" "Privacy of Personal Information" or "Event Licenses."

**16. 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 Sponsor requires additional security with respect to such items or for any other reason, Sponsor may, in its discretion, utilize its own security personnel or request that the Hotel assist in making these arrangements. All security personnel to be utilized during the Event are subject to the Hotel's acceptance or rejection.

**17. EVENT LICENSES**

Sponsor will be solely responsible for obtaining any necessary permits, licenses, approvals, consents or permission to conduct the Event, perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Sponsor may use or request to be used at the Hotel for the Event, including licenses and permits from any governmental authority, for the display or use of any third party's intellectual property, and any organization from which Sponsor is an affiliate, member or chapter.

**18. PRIVACY OF PERSONAL INFORMATION**

Unless covered in the Brand Addendum, the Hotel's published privacy policy (the "Privacy Policy") applies to Sponsor, Event guests and attendees. Sponsor affirms that it (and its agent, if applicable) is authorized to provide, request, and receive information pertaining to Event guests and attendees as is necessary pursuant to the party's hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about such parties that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of guest information) different than those in this Agreement.

**19. CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

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

**20. DEFAULT AND TERMINATION**

If either party shall fail to pay or perform its obligations under this Agreement when due, then the other party may give written notice of such failure and the defaulting party shall have ten (10) days to pay all amounts then due, or a reasonable time not to exceed thirty

(30) days to cure any other default. If such failure continues beyond the expiration of the applicable cure period, then the non-defaulting party may give notice of termination of this Agreement to the defaulting party at any time thereafter until the default is cured in accordance with the default notice to the satisfaction of the non-defaulting party.

**21. ASSIGNMENT.**

Neither party may assign any of its rights or obligations under this Agreement without the consent of the other, except that the Hotel shall assign this Agreement to any successor in interest in the ownership or operation of the Hotel. If such an assignment does occur, such assignment will not relieve the assignor from its liabilities or obligations hereunder. Any assignment of this Agreement inconsistent with this provision will be void as to the other party to this Agreement.

**22. GOVERNING LAW; DISPUTE RESOLUTION.**

This Agreement will be governed by and construed in accordance with the internal laws of the State of Tennessee without regard or resort to its choice of law rules. In the event of dispute resolution, the non-prevailing party will pay the other party's costs and reasonable attorney's fees. The parties consent and waive any objection to the exclusive personal jurisdiction of and venue in the state and Federal courts situate in Hamilton County, Tennessee for all cases and controversies arising out of their relationship or relating to this Agreement. THE PARTIES WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL IN ANY ACTION RELATING TO THIS AGREEMENT AND THEIR RELATIONSHIP. THE PARTIES ALSO WAIVE THE RIGHT TO PURSUE AND RECEIVE ANY EXEMPLARY AND PUNITIVE DAMAGES AGAINST THE OTHER PARTY IN ANY DISPUTE ARISING UNDER THIS AGREEMENT OR THEIR RELATIONSHIP, WHETHER ASSERTED AS A RELATED OR INDEPENDENT TORT, AS A BREACH OF CONTRACT, OR AS ANY OTHER CLAIM OR CAUSE OF ACTION BASED ON CONSTITUTIONAL, STATUTORY OR COMMON LAW.

**23. WAIVER**

The failure of either party hereto to insist in any instance upon the strict performance of any provision of this Agreement or to exercise any election contained herein will not be construed as a waiver or relinquishment for the future of such provision or election. No waiver or modification by any party will have been deemed to have been made unless expressed in writing by such party.

**24. ENTIRE AGREEMENT**

This Agreement and its Parts set forth the final and complete understanding of the parties. The parties is understand and agree that there are no other representations or warranties with respect to this Agreement and this Agreement supersedes all prior discussions and negotiations relating to the subject matter hereof. The parties further

agree that the rights, interests, understandings, agreements and obligations of the respective parties pertaining to the subject matter of this Agreement may not be amended, modified or supplemented in any respect except by a subsequent written instrument evidencing the express written consent of each of the parties duly executed by the parties. Any terms inconsistent with or additional to the terms set forth in this Agreement which may be included with a purchase order, acknowledgment, invoice, etc., of either party will not be binding on the other party hereto unless agreed to in writing by the parties.

**25. CONSTRUCTION**

The parties acknowledge that each party and/or its legal counsel have reviewed and made revisions to this Agreement. The rule of construction requiring the resolution of any ambiguities in this Agreement

**26. COUNTERPARTS**

The parties may execute this Agreement in counterparts, each of which will constitute an original and all of which, when taken together, will constitute one and the same instrument.