



## GROUP SALES EVENT AGREEMENT

**Resorts World Las Vegas  
3000 Las Vegas Blvd. South  
Las Vegas, NV 89109**

Regardless of its date of execution, this Group Sales Event Agreement shall be deemed made and entered into as of **November 21, 2023** (the “**Effective Date**”) by and between Group (as defined below) and **Resorts World Las Vegas LLC** (the “**Hotel**”), with a business address at 3000 Las Vegas Boulevard South, Las Vegas, Nevada 89109, and shall consist of the terms and conditions set forth in the main body of the agreement below, all of which are incorporated herein by this reference and together constitute the entire agreement of the Parties (collectively, this “**Agreement**”). Group and Hotel may hereinafter be referred to as the “**Party**” or the “**Parties**” where appropriate.

Company Information	
Group Legal Entity Name:	National Electrical Manufacturers Representatives Association
Corporate Address:	1905 South New Market Street, Suite 256/257 Carmel IN46032 US
Contract Signer:	James Johnson
Title:	President
Address:	1905 South New Market Street, Suite 256/257 Carmel IN46032 US
Phone:	(914) 524-8650
Email:	jjohnson@nemra.org

Group Contact Information	
Group Contact:	Kathy Coppi
Title:	Senior Meeting Planner
Address:	1905 South New Market Street, Suite 256/257 Carmel, Indiana, 46032
Phone:	317-975-1999
Email:	kcoppi@nemra.org

Event Information	
Name of “Event”:	NEMRA – Mastering Sales Program
Date(s) of Event:	April 15, 2024 - April 17, 2024

Hotel Sales Contact	
Sales Manager Name:	Vivian Bejarano
Sales Manager Email:	vivian.bejarano@hilton.com

Key Dates	
Decision Due Date:	December 01, 2023
Room Block Cut-off Date:	March 25, 2024

### 1. Option Dates

These arrangements are being held until **December 01, 2023** (the “**Option Period**”). However, should other business opportunities arise such that Hotel is in a position, to confirm immediately, Group will be advised and given **Three (3) business days**, or until the end of Group’s Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel. Please note that it is Group’s responsibility to notify Hotel if Group needs to request an extension of Group’s Option Period. If Hotel does not receive a signed copy of this Agreement by **December 01, 2023**, Hotel may, at Hotel’s sole option and with no notice required, release this first option, review Hotel’s rates, or continue to hold the arrangements.

## 2. Room Block Commitment

Hotel is pleased to confirm the following negotiated group room block:

<i>Hilton - NEMRA – Mastering Sales Program</i>		
	Mon 04/15/2024	Tue 04/16/2024
Hilton ROH	40	40
Total	40	40

**“Peak Nights” are defined as April 15, 2024, through and including April 16, 2024**  
**TOTAL SLEEPING ROOM NIGHTS RESERVED: 80**

All registered guests must be at least twenty-one (21) years of age and will be required to show a valid government issued ID upon-check in.

With, the exception of, children twelve (12) years of age and under staying with an adult, an additional charge of \$35.00 per night will be assessed for each occupant in excess of two (2).

### Run of Hotel

Group room rates provided are “Run of Hotel” (“ROH”). Run of Hotel means Group reservations will not assign a specific room type at time of reservation. The room type assigned will be based on Hotel availability at the time of check-in. Hotel will make commercially reasonable efforts to accommodate room type and bedding requests, based upon the inventory available.

## 3. Room Rates

<i>Hilton - NEMRA – Mastering Sales Program</i>		
	Mon 04/15/2024	Tue 04/16/2024
Hilton ROH	\$225.00	\$225.00

Group room rates as noted in the “**Room Block**” above are **net, non-commissionable** and are quoted *exclusive* of applicable state and local taxes, fees, and assessments.

For those attendees that book a room in the official Room Block over the peak Event dates, quoted group room rates will be offered to Group’s attendees, based on availability, contracted room type and prevailing rate is no more than \$50 over the Group Rate, **three (3) days before** and **three (3) days after** the above official Event dates.

## 4. Resort Fees

Group room rates are quoted *exclusive* of applicable resort fees, to include special rated rooms and any listed in Additional Concessions, if any. Therefore, in addition to the group room rates set forth in this Agreement, there will be a daily resort fee, of **\$45.00** per room, per night, plus applicable state and local tax, that will be posted to all guest rooms to cover the following items, services and/or amenities (which are subject to change without notice):

- I. Guest Wi-Fi/Internet Access
- II. Smart TV Casting ability
- III. Press Reader
- IV. Unlimited local & Toll-free calls
- V. 10% off Spa or Fitness retail (\$100 min)
- VI. 5% off Spa or Fitness treatment (\$230 min)
- VII. 5% off Cabana Experience (\$800 + F&B Min.)
- VIII. 5% off 2-Pool Experience (\$200 F&B min)

Group is responsible for informing Group’s attendees of all applicable daily resort fees (and service fees, if applicable), as such fees are separate and distinct from the negotiated group room rate(s) and applicable taxes.

## 5. Taxes

Group agrees to pay any, and all, applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is **8.375%**, and the hotel occupancy tax rate is **13.38%** (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that, Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate said exemption.

## 6. Intentionally Omitted

## 7. Event Planner Program

**James Johnson** ("Event Planner") is eligible to earn a bonus ("Event Planner Bonus") for a qualifying Event. The Event Planner's Hilton Honors Account Number is: **227910599**. For this Event, Event Planner is eligible to earn one Hilton Honors bonus point for every eligible dollar spent. Eligible revenue will include **sleeping room, resort fee, meeting room rental, event food and event beverage revenue**, up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Program are available by visiting [www.hilton.com](http://www.hilton.com). Group agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required. Before the Event Planner Bonus can be issued, an acknowledgment form signed by an authorized representative of the Event Planner's employer must be submitted to Hotel, with such form merely confirming that the employer is aware of the courtesy being provided to the Event Planner, and that the issuance of the courtesy does not violate the employer's policies as of the date of issuance of the Event Planner Bonus. Hotel can provide an acknowledgment form upon request.

## 8. Intentionally Omitted

## 9. Intentionally Omitted

## 10. Room Block Cut-Off Date

Each sleeping room in the Room Block must be confirmed in the manner described below no later than **March 25, 2024**. This date will be known as the "**Room Block Cut-Off Date**." After the Room Block Cut-Off Date, unused guestrooms will be released back into Hotel's inventory. Group agrees that the release of rooms will not affect the enforceability of this Agreement or Group's obligation to pay for unsold rooms in Group's Room Block. Confirmation of rooms after the Room Block Cut-Off Date will only be accepted based on availability of contracted room type(s) and at Hotel's prevailing rates.

## 11. Check-In/Out Time

Currently, Hotel's check-in time is any time after **4:00 PM**, and check-out time is **11:00 AM** (subject to change without notice). All guests arriving before check-in time will be accommodated as rooms become available. Hotel can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

## 12. Early Departure Fee

If a guest who has requested a room within the Room Block checks out prior to the guest's reserved checkout date, Hotel will add an early checkout fee to that guest's individual account (currently, **\$75.00**). Guests wishing to avoid an early checkout fee should advise Hotel at or before check-in of any change in planned length of stay.

Hotel will deduct any collected early departure fees from the amount Group may owe as Sleeping Room Performance Damages.

## 13. Room Assignments

Hotel understands all reservations will be made via a **rooming list**. Group's Event Manager will send Group an Excel template to create Group's rooming list. Group's final rooming list must be received on or before the Cut-Off Date.

## 14. Guest Payment Arrangements

Room, tax, resort fee, and incidentals will be paid by the individual; these charges must be paid in full prior to the guest's departure, with individual's credit card on file. Early departure charges will be applied to the individual's credit card on file that depart early.

#### 15. Individual Guest Deposits/Confirmation

To confirm a sleeping room within the Room Block, the sleeping room must be secured with a valid credit card provided either by Group or the guest attending the Event, along with a first night's deposit, refundable up to seventy-two (72) hours in advance of arrival. Checks and major credit cards are acceptable to establish prepayment. All credit cards used to prepay the room deposit may be charged immediately. Should Group secure sleeping rooms on behalf of Group's guests with Group's credit card, Group's attendees may thereafter provide their own credit card information for their own sleeping rooms. Group's advance payments and deposits will either be refunded by Hotel to Group within 30 days after completion of Group's Event if sleeping rooms Group paid for in advance were later paid for by Group's attendees or, at Hotel's election, credited to Group's Master Account. Hotel will deduct any collected nonrefundable prepayment fees from the amount Group may owe as Sleeping Room Performance Damages or cancellation damages (if applicable).

#### 16. Sleeping Room Performance Policy

The Total Sleeping Room Nights Reserved under this Agreement will generate **\$18,000.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). Hotel will not seek performance damages for sleeping rooms if Group achieves a minimum of **90%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **90%** of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block ("**Actual Sleeping Room Revenue**"), plus any applicable state and local taxes as required by law, as a reasonable estimate of Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses ("**Sleeping Room Performance Damages**").

#### 17. Intentionally Omitted

#### 18. Intentionally Omitted

#### 19. Intentionally Omitted

#### 20. Intentionally Omitted

#### 21. Intentionally Omitted

#### 22. Supplemental Surcharges

For Group's information, supplemental surcharges are charges added to Group's Master Account to pay for costs incurred by Hotel in connection with additional equipment outside of Hotel's inventory and/or services, administration, and staffing necessary for the Event. These surcharges will be solely retained by Hotel and are not distributed to hourly or tipped employees. Examples include, but are not limited to, early sets, set-up charges, late end times, outdoor venues, resets, refreshes, cleaning and other services that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

#### 23. Function Space

Based on Group's requirements as Group has indicated them to be, Hotel has reserved the attached program of function space needs (see **Schedule 1** labeled as "**Schedule of Events and Function Space Charges**").

#### 24. Banquet Services

In order, for Hotel to deliver on Group's expectations for a successful Event, it is critical for Group to provide timely and complete information to Hotel. So that Hotel may make appropriate plans for purchasing and preparing product, as well as properly scheduling staff, the following mandatory timeline relates to final menus and program meal functions:

- 1) Given that food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than **three (3) months** prior to the Event. At that time, Hotel will confirm in writing Group's menu prices for catered food and beverage functions.
- 2) All details of the food and beverage to be served shall be set forth on a separate menu or banquet event order ("Event Order") which is made a part of this Agreement.
- 3) **Sixty (60) days** prior to the first day of the Event (**April 15, 2024**) will be known as the "**Event/Program Cut-Off Date**". No later than the **Event/Program Cut-Off Date**, Group must submit the Schedule of Events outline with detailed daily room set specifications, catered menu selections and the updated *anticipated* attendance for all scheduled functions. If for any reason Group does not provide all such information by the **Event/Program Cut-Off Date**, then any unused space will revert back to Hotel's inventory.

- 4) Upon review of Group's final menus and Event requirements, Event Orders will be sent by Hotel to Group to confirm all final arrangements and prices, which Event Orders will serve as a part of this Agreement. If Group does not advise Hotel of any changes on the Event Orders by the date requested by Hotel, Group agrees that the Event Orders will be considered accepted by Group as correct, and Group will be billed accordingly.
- 5) Group must inform Hotel of the final guaranteed number of attendees that will attend each of the catered food functions by contacting the Events/Catering Department by email or phone no later than Noon (local Hotel time), **Five (5) business days** prior to the first day of the Event for functions of 1000 or less and **Seven (7) business days** prior to the first day of the Event for functions of 1001 or more. Guarantees by text message cannot be accepted. Group may either reduce or increase the expected number of attendees when giving the final guaranteed number of attendees for each scheduled catered food function by up to 10% without incurring any liability to Hotel for additional costs or supplemental surcharges. The final guaranteed numbers cannot be further reduced without liability after this time.
- 6) At the time of informing Hotel of the final guaranteed number of attendees, if Group reduced the expected number of attendees for a catered food function by more than 10%, then Hotel may add a supplemental surcharge to Group's master account equal to the actual menu price per person as stated on the applicable Event Order (plus Taxes, gratuities, and the applicable Service Charge) multiplied by the number of attendees reduced in excess of 10%.
- 7) If the final guaranteed number of attendees for a catered food function is increased by more than 10% above the expected number of attendees, then Hotel may add a supplemental surcharge, per person multiplied by the number of additional persons over 10% to Group's master account to cover costs incurred by Hotel for rush orders and overtime, and the menu offering may be based on Chef's Selection and Group agrees to accept such substitutions. This also applies if there are any increases to the final guaranteed number of attendees within Forty-Eight (48) business hours before the start of the Event or if Group adds a new catered food function added **Five (5) or (7) business days based on size of function**.
- 8) If for any reason the notice of the final guaranteed number of attendees is late, then the expected number of attendees for the applicable catered food function will be used for billing purposes. Further, the menu offering for attendees in excess of the expected number of attendees may be based on availability of product and may be different from the selected menu. Group will be charged the final guaranteed attendance, or the number of attendees served, whichever is greater. Hotel will only prepare food to the final guaranteed number of attendees and will not guarantee setting the room for more than 3% above the final guaranteed number of attendees.
- 9) The function room(s) designated for the Event carry minimum and maximum attendance number(s). If the final guaranteed number is lower or higher than these numbers, Hotel reserves the right to transfer Event function(s) to other function room(s) and charge new rental fee(s) based on established Hotel fees.
- 10) If Group requests or uses the above-noted function room(s) for any time beyond the hours of the Event as set forth above, such request shall be subject to the approval of Hotel and further charges may apply. These charges will be agreed upon mutually between Group and Hotel.

## **25. Food and Beverage Performance Policy**

Group guaranteed expenditure of a minimum of **\$10,900.00** in banquet food and beverage ("**Food & Beverage Minimum**"). The Food & Beverage Minimum amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state, or local taxes, or any other fees outside of food and beverage product sales, within Group's contracted Event Space or as outlined in Hotel's Policies & Procedures.

Should Group fall short of this Food & Beverage Minimum, Group agrees that Group will pay Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Food & Beverage Minimum and the actual food and beverage revenue amount received by Hotel for Group's banquet food and beverage functions during Group's Event dates, plus any applicable service charges and state and local taxes as required by law. Group agrees that this charge is a reasonable estimate of Hotel's losses on food and beverage.

Once food and beverage functions have been established under the Event Orders sent to Group by Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Food & Beverage Minimum. If not, Hotel will provide Group with food and beverage options that would achieve the Food & Beverage Minimum. Group will then have the option of either altering the Event Orders to achieve the Food & Beverage Minimum or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

## 26. Service Charge

The service charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently, the charge is equal to **24%** of the food and beverage total, plus any applicable state and/or local taxes. Hotel will endeavor to notify Group in advance of Group's Event of any increases to the service charge be in effect on the day of Group's Event.

## 27. Intentionally Omitted

## 28. Service of Alcoholic Beverages

Alcoholic beverages shall be dispensed only by Hotel's employees and bartenders. Hotel represents and warrants that all Hotel employees who dispense or serve alcohol have undergone standard alcohol awareness training designed to prevent any incidents that could result in claims of liquor liability. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

## 29. Underage Gaming/Drinking

Group acknowledges and understands that it is unlawful for any person under the age of twenty-one (21) years to possess or consume alcoholic beverages, play any gambling game or slot machine or loiter in any gaming area. Group further acknowledges and understands that it is unlawful to aide, assist or permit a person under the age of twenty-one (21) years to participate in these activities. Group acknowledges that it shall be responsible for preventing such unlawful activity at its function or by persons attending the function. Group further acknowledges that failure to do so shall be grounds for immediate termination of the function.

## 30. Audio Visual Exclusives

Encore Event Technologies, LLC is Hotel's dedicated in-house audio-visual firm. The Encore office can be reached by calling 702-739-8803 for more information, special pricing, or services. Exclusives provided by Encore Event Technologies LLC are listed as:

- Breakouts
- Rigging, Truss & Motors
- Internet (in Event Space) and Electrical

## 31. Master Accounts

Group agrees to the following deposit schedule:

Transaction Type	Date	Amount
1st Deposit	12/01/2023	\$2,110.00
2nd Deposit	12/31/2023	\$2,954.00
3rd Deposit	01/30/2024	\$3,376.00
Final Deposit	03/16/2024	\$8,439.00

\*Subject to changes based on credit approval as determined by Hotel

No later than 30 days in advance of arrival, Group will either provide 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 company check, certified check, or wire transfer.

Hotel reserves the right to increase the amount of deposits and/or pre-payments, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

**Hotel prefers that Group pay all deposits and Master Account charges by electronic funds (wire) transfer. Hotel will separately provide Hotel's current banking details.**

If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. **Hotel accepts all major credit cards.** If any charges are disputed, Group must provide an itemized list of disputed charges within (7) seven days to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.



If payment of all undisputed charges is not received within thirty (30) days after Group'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. Group 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 agree to pay the remainder immediately upon resolution of the dispute.

### **32. Banquet Functions**

For Group's organized food and beverage functions and meetings, the following will apply:

- a. **Overtime; End Time:** Group agrees to begin Group's functions and meetings promptly at the scheduled start time(s) and to have Group's guests, invitees and other persons vacate the designated function space at the agreed upon end time(s). Group understands that Hotel may have contractual obligations with other customers for their exclusive use of some or all of Group's assigned meeting and function space following the scheduled conclusion of Group's meetings/functions. So as to allow for the efficient transition from Group to any potential other customers, Group agrees to completely vacate (clean and clear) out of each of the assigned meeting and function spaces no later than the applicable end time(s) as noted in the Schedule of Events. Group agrees that Hotel may add charges to Group's final invoice, and Group agrees to pay such charges, for the actual costs and expenses incurred by Hotel related to Group's failure to completely vacate the meeting and function spaces by the indicated end time(s). Costs and expenses may include, but are not limited to, additional costs of Hotel labor including overtime wage payments to ensure that the meeting and function space are cleared and cleaned, costs for storing Group's property and materials that were not removed from the meeting and function spaces, and reimbursement of damages and costs incurred by Hotel related to Hotel's inability to provide the contracted meeting and function space to other customers by their respective start times.
- b. **Set Up Charges:** Upon receipt and review of Group's Event requirements, should Hotel reasonably determine that extensive meeting room set-ups or elaborate staging will be required, Hotel will advise Group of the potential set-up charges to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting this additional equipment.
- c. **Additional Spend:** Group agrees to pay Hotel for any food, beverages and other services not expressly set out in the Agreement and but provided on Group's request during the Event. On or before the arrival date, Group will confirm to Hotel in writing the names of those persons who Group has authorized to sanction additional spend at the Event over and above the contracted amounts. All Hotel's records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions, and other incidentals) will be presented to one of Group's authorized signatories to be checked and signed on a daily basis. Failure of Group's authorized signatory to review any or all charges on a daily basis will not be grounds for disputing the charges.
- d. **Outside Food and Beverage:** Due to applicable law, Group may not bring alcoholic beverages into Hotel for Group's Event. Group must obtain Hotel's prior approval before Group bring any food or non-alcoholic beverages from outside sources into Hotel's Hotel. If approval is granted by Hotel, Group may be required to sign a hold harmless and indemnification agreement in the form currently in use at Hotel if food or beverage products not purchased by Hotel but served by Hotel staff are brought in for consumption by Group's attendees. Service fees will apply to any outside food or beverage served in Hotel's function space, regardless of whether, Hotel labor is required.
- e. **Displays and Decorations; Group's Property:** Group may, at Group's option, purchase insurance to cover Group's personal property, including decorations, special objects, and other property. To the fullest extent permitted by law, Hotel is not responsible for any loss or damage to property belonging to Group or Group's attendees, and Hotel does not maintain insurance covering such personal property. All displays and/or decorations will be subject to Hotel's prior written approval and Hotel reserves the right to contract and charge Group for Hotel staff to provide the labor for any installations or removals of such. Hotel can advise Group of such potential charges upon request.

### **33. Impossibility**

A Party's performance of its obligations hereunder shall be excused due to the occurrence of an event beyond the reasonable control of such Party which make it illegal or impossible to perform as originally contracted under this Agreement, including without limitation, act of God, fire, flood, storm, explosion, riot, strike, insurrection, pandemic and/or public health crisis, mass shooting, act of terrorism, continuance of war, or the passage or enactment of any law or ordinance, regulation, ruling or order ("**Force Majeure Event**"); provided however, that this section does not excuse any separate breach and/or Default of this Agreement. In the event of a Force Majeure Event, either Party may terminate the Agreement without any further liability, except for payment for any services rendered by Hotel prior to the effective date of termination.

#### 34. Cancellation Policy

If this Agreement is cancelled by Group or Hotel, the Parties agree that Hotel or Group will have lost the revenue represented by this Agreement. The Parties agree that since the exact amount of damages from Group or Hotel's cancellation may be difficult to determine, particularly if Hotel or Group is not given a reasonable amount of time, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the Parties to agree in advance on the damages that Hotel or Group will suffer due to a cancellation. Therefore, Group or Hotel agree that should Group or Hotel cancel Group's Event for any reason other than due to a valid Force Majeure Event, Group or Hotel will pay as liquidated damages to Hotel or Group a one-time "**Cancellation Fee**", plus any applicable state and local taxes as required by law, as follows:

Receipt of Cancellation Notice	Cancellation Fee
Upon execution of Agreement	\$38,919.00

Payment of cancellation damages is due within 30 days following the canceling party's written notice of cancellation to the non-canceling Party and if payment is not received within (30) thirty days a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid.

#### 35. Hotel's Right to Cancel Future Contracted Events

Should Group's Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to Hotel's other remedies, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and Hotel for additional events/meetings to be held in the future at Hotel, and that in such event Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from Hotel as a result of the cancellation and no claim shall be brought against Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements. Additionally, should employees, agents, contractors or attendees of the Group entity signing this Agreement cause unreasonable damage or disruption to Hotel's premises, operations or guests, or in the event of any criminal activity on Hotel's premises arising out of or related to Group's Event, Hotel reserves the right to cancel any subsequent arrangements agreed upon herein or any agreements already contracted for additional functions/meetings to be held in the future at this Hotel, and that in such event Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from Hotel as a result of the cancellation and no claim shall be brought against Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the applicable event agreements.

#### 36. Termination for Default

An event of default ("**Default**") shall occur if either Party fails to materially perform or abide by any terms or conditions of this Agreement. The non-defaulting Party shall give the defaulting Party five (5) business days' written notice of the Default. If the defaulting Party fails to cure the Default within such period, the non-defaulting Party may terminate this Agreement immediately resulting in the defaulting Party's payment of the applicable Cancellation Fee as outlined in Cancellation Policy section herein. In Hotel's sole discretion, any Default by Group under this Agreement may constitute a Default under all other agreements entered into between Group and Hotel, and the termination of this Agreement due to a Default hereunder may result in the simultaneous termination of all of the above-referenced agreements. For the avoidance of doubt, in the event a non-defaulting Party terminates this Agreement pursuant to this Section it shall have no further liability to the defaulting Party, except for any obligations that survive the early termination of the Agreement. Nothing contained in this letter constitutes or should be construed as a waiver of any right, claim, or action that the non-defaulting Party may have with respect to this Agreement, all of which are hereby expressly reserved.

#### 37. Intentionally Omitted

#### 38. Hotel's Convention and Meeting Planning Guide

Group acknowledges and agrees to comply with Hotel's Convention and Meeting Planning Guide ("**Planning Guide**"), located at: <https://www.rwlasvegas.com/groups-and-celebrations/meetings/> which may be amended from time to time and is incorporated into this Agreement by reference.

#### 39. Promotional Considerations

Hotel has the right to review and approve any advertisements or promotional materials in connection with Group's Event that specifically reference the name of Hotel, or a name or logo owned by Hilton. Group shall be responsible for obtaining approvals from any third-party providing goods and/or performing services on Hotel's property (e.g., AEG, Zouk, restaurants, retail outlets, etc.) in connection with Group's use of such third party's name and/or intellectual property. Group agrees that Hotel may share Group's Event and event planner information with Hotel's third-party providers who offer support services to groups holding meetings/functions at Hotel, including audio/visual services, decorators, florists, and others.



#### **40. Conduct of Event**

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to Hotel premises and property during Group's Event (reasonable wear and tear excepted), but only to the extent such damage is caused by Group, Group's employees, guests, agents, or contractors, including any damage done resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items. For clarity, Group will not be responsible for damage caused by guests to guest rooms unless Group has guaranteed payment of the room rate and incidentals for such guest rooms, given that in those instances Hotel will not always have a credit card on file from the individual guest. Group agrees that Group's use of function space will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates offensive smells. Group will not use such items without advance approval from Hotel. Hotel must exercise reasonable discretion by, taking, into account, the nature of the function when determining whether the function is in fact creating an *unreasonable* disturbance (i.e., noise levels associated with a live band or music provided for 500+ guests will generate high levels of noise). Hotel reserves the right to end Group's use of function space immediately if Group does not promptly comply with Hotel's request to reduce or eliminate any such disturbance, in which case Group will remain responsible for payment of all charges related to Group's use of the function space and no refunds will be issued by Hotel.

#### **41. Fire Safety**

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at Hotel. All room sets must be, in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event function that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, 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 Group's responsibility and final approved copies of all such permits must be provided to Hotel at least three (3) days prior to Group's Event.

#### **42. Security**

For certain events, Hotel may require that Group provide security, or Group may wish to contract additional security, at Group's sole expense. The number of security officers provided shall be determined prior to the Event but shall be subject to increase as reasonably needed. Security is to be provided at Group's expense and can be arranged through Hotel. All security officers must be unarmed and only Hotel approved security firms may be used. All outdoor functions require that Group provide security, at Group's expense, to maintain the privacy of Group's event.

#### **43. Intentionally Omitted**

#### **44. Confidential Information**

- a. In connection with this Agreement, each Party acknowledges that it shall have access to Confidential Information (defined below) of the other Party. The receiving Party shall only use Confidential Information in furtherance of its performance under this Agreement. The receiving Party shall retain all Confidential Information in strictest confidence and shall neither use it nor disclose it to anyone without the express written consent of the disclosing Party except where required to disclose such Confidential Information pursuant to an order or request of a governmental agency or court of competent jurisdiction, provided that the receiving Party has given the disclosing Party reasonable notice of the pendency of such order or request and the opportunity to contest it. The receiving Party shall not release any information relating to this Agreement or its subject matter for publication, advertising or any other purpose without the prior written consent of the disclosing Party. The Parties acknowledge that disclosure of any Confidential Information by the receiving Party may give rise to irreparable injury to the disclosing Party or the owner of such information and, as a matter of law, such injury is inadequately compensable in damages. Accordingly, the disclosing Party or such other Party may seek injunctive relief without bond against the breach or threatened breach of confidentiality, in addition to any other legal and equitable remedies which may be available.
- b. As used herein, "**Confidential Information**" means all information or material of a Party or its affiliate(s), whether revealed orally, visually, or in tangible or electronic form, that is competitively sensitive material not generally known to the public that relates to the business of a Party or Party affiliate(s), or any of their respective interest holders, unless such information (i) was already rightfully known to the receiving Party at the time of disclosure by the disclosing Party; (ii) is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving Party; (iii) has been rightfully received by the receiving Party from a third party not under obligation of confidentiality to the disclosing Party and without breach of this Agreement; or (iv) is independently developed by the receiving Party without reference or reliance on any confidential information of the disclosing Party.

#### 45. Indemnification

- a. By Hotel. Hotel shall indemnify, defend and hold harmless Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, fines, penalties, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "**Claims**") arising out of or caused by (i) Hotel's negligence and/or willful misconduct in connection with Hotel's provision of services under this Agreement; (ii) the breach by Hotel of any of the representations, warranties, covenants or conditions contained in this Agreement; (iii) alleged infringement of patent, copyright, trademark, trade secret or other intellectual property rights; (iv) any claim by any individual retained by Hotel related to allegations concerning unpaid wages or any other amounts or benefits owed to or on behalf of any said individual; or (v) the failure of Hotel to comply with the laws, rules, regulations, ordinances, statutes, codes and orders of any governmental or quasi-governmental or regulatory or administrative authority.
- b. By Group. Group shall indemnify, defend and hold harmless Hotel, its parent, subsidiaries and affiliates and each of their respective officers, directors, partners, agents, members and employees from and against any and all Claims arising out of or caused by (i) Group's and/or its employees, agents, vendors, subcontractors, invitees, and members' negligence and/or willful misconduct in connection with Group's use of Hotel facilities under this Agreement; (ii) the breach by Group of any of the representations, warranties, covenants or conditions contained in this Agreement; (iii) alleged infringement of patent, copyright, trademark, trade secret or other intellectual property rights; (iv) any claim by any individual retained by Group related to allegations concerning unpaid wages or any other amounts or benefits owed to or on behalf of any said individual; or (v) the failure of Group to comply with the laws, rules, regulations, ordinances, statutes, codes and orders of any governmental or quasi-governmental or regulatory or administrative authority.
- c. Procedure. Each Party's indemnification obligations under this section are conditioned upon the indemnified Party: (i) promptly notifying the indemnifying Party of any claim in writing, no later than thirty (30) days after actual knowledge of the claim; and (ii) cooperating with the indemnifying Party in the defense of the claim. The failure to give prompt written notice shall not, however, relieve the indemnifying Party of its indemnification obligations, except and only to the extent that the indemnifying Party forfeits rights or defenses by reason of such failure. Such notice by the indemnified Party shall describe the claim in reasonable detail, shall include copies of all material written evidence thereof, and shall indicate the estimated amount, if reasonably practicable, of the loss that has been or may be sustained by the indemnified Party. In the event, that, a claim is brought, the indemnifying Party shall have the right and option to control the defense of such claim with counsel of its choice, provided however that the indemnified Party at its own expense may participate and appear on an equal footing with the indemnifying Party in the defense of any such claims. The indemnifying Party shall not consent to judgment or concede or settle or compromise any claim without the prior written approval of the indemnified Party, which approval shall not be unreasonably withheld.
- d. The indemnification provisions in this Section shall survive termination of this Agreement.

#### 46. Limitation of Liability

- a. Except for a Party's (i) willful misconduct, (ii) gross negligence, (iii) breach of its confidentiality obligations herein, and/or (iv) indemnity obligations set forth herein, to which no limitation of liability or cap on damages shall apply, in no event shall either Party be liable for any indirect, special, incidental, consequential, or punitive damages, even if such Party has been advised of the likelihood of the occurrence of such damages or such damages are foreseeable.
- b. This section shall not waive any statutory limitations of liability available to either Party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a Party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

#### 47. Insurance Requirements

At all times during Group's use of Hotel's function space under this Agreement, Group shall, at its own expense, obtain and maintain the following insurance policies for claims which may arise from or relate to the acts or omissions of Group, its employees, agents, and/or subcontractors in connection with this Agreement:

- a. \$1,000,000.00 USD for general liability insurance each occurrence and \$2,000,000.00 USD aggregate for property damage and bodily injury.
- b. \$1,000,000.00 USD for business automobile liability insurance for both owned and none owned borrowed, rented, hired, or leased vehicles (but only to the extent Group will be operating vehicles on Hotel's property).
- c. \$2,000,000.00 USD umbrella/excess liability insurance for each occurrence/aggregate. The umbrella/excess liability insurance policies must be "follow form" and/or excess over the primary commercial general liability and business automobile liability policies.

- d. Proof of statutory workers compensation insurance in compliance with the laws of the State of Nevada (to the extent applicable to Group).

No less than fourteen (14) calendar days prior to the first arrival date (or as soon as practicable if arrival date is sooner), Group shall provide Hotel with Certificate(s) of Insurance to evidence the required policies and limits. All of Group's insurance coverage must be provided by insurance companies with a current A.M. Best Rating of at least A-VII and may be maintained through one or a combination of insurance policies. All required Certificate(s) of Insurance shall provide for not less than thirty (30) days prior written notice of cancellation to Hotel and shall be delivered to Hotel in electronic format via email to [riskinsurance@rwlsvegas.com](mailto:riskinsurance@rwlsvegas.com).

Group's Certificate(s) of Insurance holder must be made out to:  
Resorts World Las Vegas LLC  
3000 Las Vegas Blvd South  
Las Vegas 89109  
Attn.: Risk Management

The additional insurance and indemnification section of the Certificate(s) in Insurance (listed in the description of operations box or page two (2) of the Accord form) needs to read as follows (WITHOUT CHANGES):

"Resorts World Las Vegas LLC including all subsidiaries, affiliates & allied companies, corporations, or entities owned or controlled, now in existence or as may hereafter be created. Resorts World Las Vegas LLC its parent company, subsidiaries, joint venture partners affiliates and their respective directors, officers, and employees are included as additional insured in accordance with the policy provisions of the general liability (GL) and auto policies. The GL endorsement is primary and non-contributory. A waiver of subrogation is granted in favor of Resorts World Las Vegas LLC its parent company, subsidiaries, joint venture partners or affiliates and their respective directors, officers, and employees in accordance with the policy provisions of the policies, by written contract and or agreement. 30-day Notice of Cancellation applies as agreed by written contract."

#### **48. Loss and Damage**

Group agrees to be responsible for any damage done to equipment or function room during the time the function room is under Group's control, including damage or excessive cleanup made necessary by any setup or teardown. Group assumes all liability whatsoever, regarding Group's equipment during and after the Event(s) and/or functions. The assumption of risk includes damage to any person or personal property due to any theft, vandalism, fire, water, leaks, etc., except that Hotel shall be responsible for, and Group does not assume the risk of, any such damage caused by the grossly negligent acts or intentional misconduct of Hotel, its employees or agents.

#### **49. Governing Law; Dispute Resolution**

This Agreement shall be governed by, construed in, and enforced exclusively in accordance with the laws of the State of Nevada without regard to its conflict of laws' provisions. Except for claims for which subject matter jurisdiction resides solely in United States District Court (in which event, all said disputes shall be resolved solely and exclusively in the United States Court for the District of Nevada), the Eighth District Judicial Court of the State of Nevada shall have sole and exclusive subject matter jurisdiction over any action brought to interpret, judge, decide, rule upon and enforce in any manner provided by Nevada law any of the terms, covenants, conditions, representations or warranties contained herein, and Group expressly consents to personal jurisdiction in Nevada for the purpose of resolving any dispute related to the making or interpretation of this Agreement.

#### **50. Privileged License**

Group acknowledges that the Hotel, its parent companies, and its subsidiaries are businesses that are subject to and exist because of privileged licenses issued by governmental authorities. Group therefore agrees that if any regulatory authority having jurisdiction over Hotel directs Hotel to cease doing business with Group or if Hotel shall in good faith determine, in Hotel's sole and exclusive judgment (and there is some factual basis for this judgment), that Group (a) is engaged in, or about to be engaged in, any activity or activities, or (b) was or is involved in any relationship which could or does jeopardize Hotel's business or such licenses, or those of its subsidiaries, or if any such license is threatened to be suspended, denied or revoked by any regulatory body because of this Agreement, or if any such license is denied, suspended or revoked, Hotel shall have the right under this paragraph to terminate this Agreement immediately with no further liability of any kind to Group, except for refund of any amounts pre-paid by Group prior to the effective date of such termination, unless Hotel is prohibited from making such payments by any gaming or other regulatory agency.

#### **51. Hotel Intellectual Property**

Group, its affiliates, assigns, agents and employees shall not use Hotel's or its affiliates' trade or service marks in any advertising or promotional material or any other media without the prior written consent of Hotel. Group represents and warrants that it is the owner of all right, title and interest in its trade or service marks ("**Licensed Marks**"), that it has the right to use and license its Licensed Marks for use in accordance with this Agreement and that use of its Licensed Marks do not violate or infringe upon any common law or statutory right of any person or entity.

#### **52. Filming and Recording on the Premises**

If Group desires to, or desires to allow a third party to, photograph or film or otherwise document in any media the events at Hotel, Group and/or the third party must enter into a separate site license agreement with Hotel, with separate insurance requirements.

#### **53. Restrictions on Merchandise Sales and Marketing Activities/Materials:**

Any onsite merchandise sales and/or marketing activities/materials that Group may want to activate or display within or near the function space(s), shall be subject to Hotel's prior written consent, which may be withheld in Hotel's sole discretion. For the avoidance of doubt, in no event shall any such merchandise being sold or marketing activities/materials being activated within or near the function space(s), contain or promote any of the following images, individuals, businesses, materials, products or activities: (A) a direct competitor of Hotel, which includes: (i) other hotels in Las Vegas, Nevada; (ii) other brick-and-mortar casinos in Las Vegas, Nevada; (iii) restaurants and bars located on the property of another hotel-casino in Las Vegas, Nevada; (iv) entertainment venues located on the property of another hotel-casino in Las Vegas, Nevada; and (v) night clubs and day clubs located on the property of another hotel-casino in Las Vegas, Nevada; (B) obscene content (as defined by applicable laws); (C) cannabis, marijuana, or CBD products or related facilities/dispensaries; (D) extreme or controversial political content; (E) extreme or controversial religious content; (F) guns or related facilities; or (G) other images, individuals, businesses, materials, products or activities which, by their association with Hotel, could cause Hotel, in Hotel's reasonable discretion, to be in violation of applicable laws and gaming regulations in the State of Nevada (e.g., underage drinking, underage gambling, illegal drug use, unlawful adult uses, etc.).

#### **54. Sublicensing/Subcontracting**

Group may not sublicense or subcontract any guestrooms, suites, or function space or any work to be performed in connection with this event to its suppliers, vendors, or affiliated groups without first obtaining Hotel's prior written consent. Group shall be responsible for all subcontractors, and they shall be bound by this Agreement, including all insurance requirements and governmental approvals. To the extent applicable, this includes, without limitation, any approvals to offer alcoholic or other beverages or food at the event.

#### **55. Outside Contractors**

Should Group elect to utilize outside contractors on Hotel premises during Group's Event, Group must notify Hotel at least thirty (30) days in advance of Group's Event. Hotel may require that Group's outside contractors sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel's premises for similar outside contractors, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance to be determined in Hotel's sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on Hotel's Hotel premises. In some instances, despite Group's use of an outside contractor, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Group agrees to pay the fees and/or charges associated with these services. Upon request by Group, Hotel will disclose prior to the Event those services that are required to be performed by Hotel labor (if any) as well as the potential fees and charges associated with such Hotel labor usage.

#### **56. Compliance with Laws**

The Parties agree to abide by all federal, state, or local laws, regulations, ordinances, or other legal requirements in connection with the performance of their respective obligations under this Agreement.

For the avoidance of doubt, as a privileged holder of a gaming license in the State of Nevada, Hotel must adhere to federal laws governing the sale, promotion and recreational use of marijuana (notwithstanding state laws that may permit such activities). As such, Group acknowledges and agrees that any activities relating to the sale, promotion and recreational use of marijuana at Hotel's premises is strictly prohibited.

#### **57. Americans With Disabilities Act (ADA)**

Hotel and Group mutually agree to comply in all respects with the Americans with Disabilities Act in so far as it may affect participants in the Event for which this Agreement has been made.

## **58. Auxiliary Aids**

Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, Group agree that Group will be responsible for the procurement and payment of all charges for auxiliary aids and services required by Group's Event or program attendees in the meeting or function space that Group have reserved. Hotel will, upon Group's request, furnish Group with the names of businesses Group can contact to obtain these aids. Group agree that one week in advance of Group's Event Group will furnish to Hotel a list of any auxiliary aids and/or services that Group will be providing for Group's attendees in the meeting or function space that Group have reserved.

## **59. Transmission of Guest Data**

Each Party will use best efforts to protect guests' and employees' personally identifiable information from identity theft, fraud and unauthorized use. To the extent that either Party provides personal data to the other Party pursuant to this Agreement, the Party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving Party. For clarity, nothing in this Agreement limits a Party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual. Group represents that Group has authority from each guest to share guest data with Hotel as provided herein to secure the reservation(s).

## **60. PCI Compliance**

To the extent applicable, each Party and its vendors will at all times comply with the Payment Card Industry ("PCI") Data Security Standard ("PCI-DSS") requirements, as they may be updated from time to time, and each Party will promptly implement appropriate procedures and practices as may be necessary to remain in compliance with the PCI-DSS, as updated.

## **61. Successors and Assigns**

The commitments made by each Party will be binding on their respective successors and assigns. In the event that Group assigns, sells, conveys, pledges, or otherwise disposes of all or substantially all of its assets (collectively referred to as "**Assignment**"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. If an Assignment is completed, Group agrees to notify Hotel no later than 30 days following the close of the Assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if the Assignment is approved (such consent not to be unreasonably withheld by Hotel, although Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. Group may not re-sell reservations. If Hotel becomes aware of any violation of this section, Hotel may immediately terminate the Agreement without incurring any liability to Group for contracted rooms or rates and Group will be responsible for any damages resulting from the cancellation as set forth herein.

## **62. Severability; Non-Waiver**

Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. Either Party's failure to enforce any term or condition of this Agreement does not waive that Party's right to enforce that or any other term or condition at any time.

## **63. Notice**

Any and all notices or demands provided for, permitted or required to be given in connection with this Agreement shall be in writing and be conclusively deemed to have been given if (a) personally delivered to the Party entitled to receive the same; or (b) upon receipt or refusal, if sent by certified U.S. Mail, or a nationally recognized delivery or courier service, prepaid in a sealed envelope or package addressed to the name and address of the Party entitled to receive the same. Any notices shall be sent to the Parties' respective addresses and contacts first set forth above. A copy of any notice shall also be sent to: Resorts World Las Vegas, LLC, Attn: General Counsel, 3000 Las Vegas Boulevard South, Las Vegas, NV 89109, but such copy shall not constitute notice hereunder. A Party's address for notice may be changed at any time by giving ten (10) days' prior written notice to the other Party in the manner described in this Section.



#### 64. Miscellaneous

The obligations of the Parties pursuant to this Agreement may not be released, discharged, supplemented, interpreted, amended, or modified in any manner except in a writing signed by a duly authorized representative of each of the Parties. Group may not assign its rights or delegate the performance of any duty under this Agreement without the prior written consent of Hotel. The relationship of Group and Hotel shall, at all times, be that of independent contractors, and this Agreement shall not be construed as creating or constituting a partnership or joint venture between any of the Parties. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be amended to achieve as nearly as possible the objectives of, and the same economic effect as the original provision and all other provisions will remain in full force and effect. This Agreement and any amendment or addendum hereto may be executed in counterparts, each of which when executed by the requisite Parties shall be deemed to be a complete, original document. An electronic or facsimile copy thereof shall be deemed and shall have the same legal force and effect as, an original document.

#### 65. Entire Agreement/Amendments/Changes

This Agreement, and all other exhibits, schedules and appendices attached hereto (if any), upon signature by both Parties below, together constitute the entire understanding between the Parties and as of the date below shall supersede all prior written or oral agreements or contemporaneous discussions, negotiations, correspondence, or other understandings between the Parties. This Agreement may not be amended or changed unless done so in writing and signed by both Hotel and Group; provided, however, that this Agreement includes all signed or unsigned Event Orders issued by Hotel for this Event and that Group's final guarantee of attendance may be made by phone. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). In the event of a conflict between this Agreement and any exhibits, schedules and appendices attached hereto, this Agreement shall control.

If for any reason this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by Hotel in Hotel's sole discretion.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the Party for which they sign.

#### ACCEPTED AND AGREED TO:

**GROUP: National Electrical Manufacturers  
Representatives Association**

*James C Johnson*

jjohnson@nemra.org

By: **James Johnson**

Title: President and CEO

Dated: 11/21/2023

**HOTEL: Resorts World Las Vegas LLC**

**d/b/a Las Vegas Hilton at Resorts World**

*Brittany Downs*

Brittany Downs (Dec 4, 2023 22:40 PST)

By: **Brittany Downs**

Title: Director, Hotel Sales

Dated: 12/04/2023



**SCHEDULE 1**  
**SCHEDULE OF EVENTS**  
**AND FUNCTION SPACE CHARGES**

Date	Time	Event	Room*	Setup	Room Rental
Mon, 04/15/24	6:00 PM - 11:59 PM	Welcome Reception	Rose Meeting Room 1	Reception	Waived
Tue, 04/16/24	12:00 AM - 11:59 PM	Meal Room	Rose Meeting Room 2	Round Tables of 10	Waived
Tue, 04/16/24	12:00 AM - 11:59 PM	Meeting	Rose Meeting Room 1	Crescent Rounds	Waived
Wed, 04/17/24	12:00 AM - 8:30 AM	Breakfast	Rose Meeting Room 2	Round Tables of 10	Waived
Wed, 04/17/24	12:00 AM - 11:30 AM	Meeting	Rose Meeting Room 1	Crescent Rounds	Waived

- **Subject to change upon reasonable advance notice in writing, provided any room change requires relocation to space with equal or greater square footage.**
- **All printed materials must be approved by Hotel**











# NEMRA – Mastering Sales Program April 15 - 17, 2024 - CS

Final Audit Report

2023-12-05

Created:	2023-11-22
By:	Ebonii Starks (ebonii.starks@rulasvegas.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgnfnHdlcXnr2vD_zGloyljznhR1eJc_

## "NEMRA – Mastering Sales Program April 15 - 17, 2024 - CS" History

-  Document created by Ebonii Starks (ebonii.starks@rulasvegas.com)  
2023-11-22 - 7:33:20 PM GMT
-  Document emailed to Vivian Bejarano (vivian.bejarano@hilton.com) for approval  
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-  Document emailed to Brittany Downs (brittany.downs@rulasvegas.com) for signature  
2023-11-27 - 6:09:59 PM GMT
-  Document e-signed by Brittany Downs (brittany.downs@rulasvegas.com)  
Signature Date: 2023-12-05 - 6:40:08 AM GMT - Time Source: server
-  Agreement completed.  
2023-12-05 - 6:40:08 AM GMT