

# LOEWS HOTELS & CO

ESTABLISHED 1960

## Loews Chicago O'Hare Hotel

### Group Sales Contract

<b>GROUP:</b> Shoe Service Institute of America	<b>HOTEL NAME:</b> Loews Chicago O'Hare Hotel	<b>AGENCY:</b> ConferenceDirect
<b>CONTACT NAME:</b> Mitch Lebovic	<b>HOTEL SALES CONTACT:</b> Elizabeth Parisi National Sales Manager	<b>AGENCY CONTACT:</b> Christine Lighthall Hellvig Global Account Executive
<b>LEGAL ENTITY:</b> Shoe Service Institute of America		<b>IATA#:</b> 05759946
<b>CONTACT ADDRESS:</b> 1013 Beards Hill Road Suite 101 Aberdeen, MD 21001	<b>HOTEL ADDRESS:</b>  5300 N. River Rd. Rosemont, IL 60018	<b>AGENCY ADDRESS:</b>  P.O. Box 69777 Los Angeles, CA, 90069
<b>CONTACT PHONE:</b> 410-569-3425	<b>CONTACT PHONE:</b> (847) 447-4211	<b>AGENCY PHONE:</b> 303-668-5838
<b>CONTACT EMAIL:</b> mitchlebovic@comcast.net	<b>CONTACT EMAIL:</b> elizabeth.parisi@loewshotels.com	<b>AGENCY EMAIL:</b> Christine.hellvig@conferencedirect.com

Pursuant to this contract, once accepted, Shoe Service Institute of America ("Group") will hold a meeting at Loews Chicago O'Hare Hotel ("Hotel"). We are delighted to partner with you and look forward to making your group feel welcome.

This Contract and option are valid until **Wednesday, June 26, 2019**. After this date, all terms and conditions are subject to renegotiation and a new Contract may be issued, subject to availability at the time of the request.

#### 1. MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

Arrival	Departure	Monday	Tuesday
38	108	108	38
2	2	2	2
<b>40</b>	<b>110</b>	<b>110</b>	<b>40</b>

Total Contracted Room Nights: 300

#### 2. GUEST ROOM RATES

Rates for your meeting are confirmed as follows. These rates are European plan rates (no meals included).

Room Type	Rate	Room Type	Rate
Standard	50.00	Standard	50.00
Deluxe	60.00	Deluxe	60.00
Executive	70.00	Executive	70.00

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Room rates quoted are subject to tax, which is currently 14% (State of Illinois tax 6%, Village of Rosemont tax 7%, Cook County 1%).

**Commission:** Room rates quoted above are commissionable to Christine Lighthall Hellvig, ConferenceDirect at 10% of revenue generated from room rates on room nights reserved in the method set forth herein, actually occupied by your attendees and paid for at the full contract rate or higher. Special rated staff or VIP rooms will be not non-commissionable, however they will be credited towards Room Night Usage for purposes of this Agreement. Commission will be paid after your Master Account is settled in full.

Payment should be sent to the following address: ConferenceDirect, Attn: Accounts Receivable, P.O. Box 69777, Los Angeles, CA 90069.

### 3. ROOM RESERVATION PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. The Hotel has no obligation to provide room nights beyond those contained in the room block.

**Individual Call in and/or Online:** The Group's guests will be able to make reservations by phone or online. Please ask your guests to identify themselves as part of the Group when making their reservation through the Loews Reservations Center, 1-888-879-0462 (toll free) or 615-340-5778.

For guests who prefer to book online, a booking website will be created for reservations to be made. When guests make their reservations, it is necessary to guarantee the room with a valid credit card. Reservations may be made after the Contract has been signed by both parties and a fully executed Contract has been delivered to the Hotel. Upgraded rooms may be offered at the time of reservation for an additional fee.

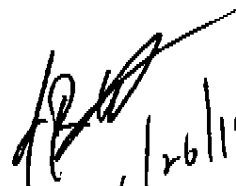
When making their reservations, the guest should identify themselves as part of your group using the provided Hotel code, and provide us with guest name, home or business address, email address (if any), requested type of room, requested bed type (e.g., king, double/double, queen or suites), check-in and check-out dates. Any requests for special room arrangements must be made at the time of this call. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving.

**Reservation Due Date:** Tuesday, June 16, 2020 will be the Reservations Due Date, and on that date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after the Reservations Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

### 4. GUEST ROOM CHARGES

**Individual Pays Own Charges:** It is our understanding that your guests will pay their own account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, applicable taxes, and the Hotel's Hotel fees and that the Hotel fees are separate and distinct from the room rate and from taxes. A valid credit card will be required when a reservation is made. Any individual's deposit is refundable to that individual if the Hotel receives notice of an individual's cancellation at least 24 hours prior to scheduled arrival, though this action shall not reduce the group's total liability pursuant to either the attrition or cancellation clauses herein. Upon check-in, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges and Hotel fees for the length of the guest's stay, plus the anticipated use of the Hotel's ancillary services, and we require each guest's home/business address and e-mail address. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

### 5. CHECK-IN AND CHECK-OUT

  
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Guest accommodations will be available at 4:00 pm on arrival day and reserved until 12pm on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

## 6. HOTEL FEES

**Portage:** If roundtrip portage service is requested and pre-arranged by the Group, there will be a charge of \$10.00 per person.

**Housekeeping:** Guests will be responsible, at their own discretion, for housekeeping service gratuities.

**Guestroom Deliveries:** Special deliveries to guestrooms will be handled by our bell staff starting at \$5.00 per room delivery.

**Parking:** Valet Parking: \$42.00 per car / per day. Self-Parking: \$32.00 per car / per day. Prices are subject to change.

Group shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. Group may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

## 7. COMPLIMENTARY ACCOMMODATIONS & SPECIAL CONCESSIONS

Special Considerations	Value / Savings
The Hotel will provide one (1) complimentary room night, at the lowest group room rate, on a cumulative basis, for each 40 room nights within the pattern set forth above, actually occupied by attendees of program and paid for at the full contract rate or higher. The Hotel shall credit Group Master Account for the total number of complimentary accommodations accrued by Group at the conclusion of your meeting.	\$1,113.00
Complimentary internet access in guestrooms.	\$10.00/room night
Complimentary access to fitness center for all overnight guests.	\$10.00/room night
2 Complimentary amenities and delivery to guestrooms. Amenities valued at \$30/each.	\$ 60.00
10% Discount off standard, prevailing banquet menus.	\$1,000.00
50% Discount on wireless internet in meeting space. Discount only applies if PSAV is sole provider of Audio Visual.	\$2,500.00
15% Discount on in-house AV equipment, not including labor, as long as PSAV is sole provider of Audio Visual.	-
Discounted fees for package handling for pallets at \$100 per pallet	
50% Discount on published self-parking rates to \$13/vehicle/day.	\$16/car/day
2 Upgrade to One Bedroom Suites for up to 4 of nights at the group rate (or a total of 8 room nights). The Hotel will require a rooming list with names for these reservations at Reservation Due Date.	\$ 800.00
<b>Total Value / Savings :</b>	<b>\$10,473.00+</b>

## 8. FOOD & BEVERAGE / MEETING REQUIREMENTS

Though we usually charge for usage of our function space, the Hotel will provide all of the function space you require in accordance with the schedule of events which is described below, in recognition of the revenue we will derive from the provision of room nights and ancillary services hereunder. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

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Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the Hotel's meeting space to be used for your meeting may not be disseminated by the group without the Hotel's prior approval.

Date	Start Time	End Time	Function	Room	Setup	Agreed
Fri 07/10/20	8:00 AM	5:00 PM	Board Room	Getty	Conference	12
Sat 07/11/20	6:00 AM	11:30 PM	Exhibits	Guggenheim 1/2		0
Sat 07/11/20	8:00 AM	5:00 PM	Board Room	Getty	Conference	12
Sat 07/11/20	8:00 AM	5:00 PM	Breakout	Teylers	Theater	75
Sat 07/11/20	9:00 AM	12:00 PM	General Session	Guggenheim 3	Theater	150
Sun 07/12/20	8:00 AM	12:00 PM	Breakout	Teylers	Theater	75
Sun 07/12/20	8:00 AM	2:00 PM	Board Room	Getty	Conference	12
Sun 07/12/20	8:00 AM	4:00 PM	Exhibits	Guggenheim 1/2		0

**9. DEPOSIT SCHEDULE, CREDIT ARRANGEMENTS AND BILLING PROCEDURES**

In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with the following deposit schedule:

Due Date	Deposit Amount Due
Upon return of signed contract to Hotel	10% of Anticipated Master Account Revenue
180 days prior to arrival	80% of Anticipated Master Account Revenue
30 days prior to arrival	100% of Anticipated Master Account Revenue

Please make your deposit payments by check payable to Loews Chicago O'Hare Hotel and mail to: Loews Hotels & Co., Attention: Billing Services Department, 424 Church Street, Nashville, TN 37219.

Failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the Group and the Group shall be liable for all amounts as described in the cancellation provisions.

Regardless of whether group requests credit for its meeting or whether Hotel is willing to extend credit for the meeting, Group may be requested to complete the Loews Credit Application and return it to our Billing Services Department within 30 days of contract signing. Our Billing Services team will notify Group with the results of the credit evaluation within 30 days of receiving your completed credit application. The maximum amount of credit that will be extended to the Group is at the sole discretion of Billing Services. If credit is requested and approved, the deposit terms outlined in this Contract may be altered at the sole discretion of Billing Services.

If you have executed a contract more than 365 days prior to arrival, a subsequent credit evaluation may be performed by Billing Services and the result of that follow-up evaluation could impact the deposit schedule at the sole discretion of Billing Services.

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The following items shall be charged to the Master Account: banquet food and beverage, tax, gratuity, service charges, meeting space rental, audio visual, attrition, cancellation, electrical, package handling, parking, agreed guestroom charges and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Group further agrees that all charges associated with its use of the grounds, function space, facilities and services of the Hotel by its Preferred Vendors shall be posted to the Mater Account.

A final bill, containing receipts and other back-up information, will be emailed to the Group within 14 days of the Group's departure. Master account charges may be paid in the form of cash, check or bank transfer. All master account charges not paid within 30 days of the invoiced email date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Individual guest accounts are payable at check-out by cash or credit card.

#### 10. AUDIO-VISUAL EQUIPMENT

Presentation Services Audio Visual ("PSAV") is the preferred audio visual provider for the Hotel. If the Group chooses to utilize another audio visual company, notification to the Conference Manager must be made at least thirty (30) days prior to the Group's date of arrival. Please be advised that in addition to the general guidelines for outside vendors, the following guidelines must be met in order for an outside audio visual company to conduct business within the Hotel.

- a. If the Group chooses to utilize an outside audio visual company, a liaison of PSAV may be required to oversee the Group's load-in and load-out if the outside AV provider will be delivering equipment that requires the use of a loading dock and/or roll up doors. The role of the liaison is purely supervisory to ensure the safety of staff, guests and integrity of the property. He or she is not permitted to assist or operate any equipment. A minimum of 4 hours at prevailing published labor rates shall be charged for the services of liaison. In addition, one stand-by audio visual technician may be required for each day of your meeting for a minimum of 4 hours at PSAV standard published labor rate. If a liaison is required, the Hotel is to notify the Group in writing of the applicable charges prior to rendering the service. The liaison will work with Security and Engineering departments to coordinate access to docks and streets, provide secure access to back halls, protect against damage to the building, provide power tie in, program house lights and sound, advise in internet connectivity, etc. as needed.
- b. A Certificate of Insurance (COI) for the outside AV Company must be provided to Hotel's Conference Manager that meets hotel guidelines at least 21 days prior to arrival date.
- c. PSAV is the exclusive rigging provider for the Loews Chicago O'Hare. Rigging Plots must be approved 21 days in advance of arrival date or penalty rates will apply.
- d. To protect the quality and integrity of the Hotel's in-house systems, outside audio visual companies are not permitted to directly patch into the Hotel sound system.
- e. All electrical requirements must be addressed no later than 30 days prior to the event. All electricity required to operate the vendors' equipment will be billed at the prevailing rate. Electrical requirements exceeding standard 15amps of dedicated power per meeting room will be assessed an electrical service charge based on specific needs. All electrical requirements for decorators, entertainers, production and audiovisual companies, will be the responsibility of the Group.
- f. No equipment or cases are to remain "Back of the House" at any time. Empty cases are to be removed from the hotel (after unloading).
- g. The third party audiovisual company must follow appropriate guidelines for attire.
- h. All floor surfaces must be covered with protective material during all load-ins and load-outs. Cleaning fees and or repair fees may be necessary should marks or damage occur above and beyond traditional sweeping or vacuuming.
- i. PSAV can be reached at 847-928-2896.

#### 11. HOTEL POLICIES

  
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**Logo:** The Group shall not use the name, trademark or logo or any other proprietary designation of the Hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by the Hotel for such use.

**Utilities:** All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Convention Services Department.

**Signage:** Signs and banners are not allowed in the Hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

**Decorations:** Arrangements for floral centerpieces, theme props, themed backgrounds, etc., can be made through the Catering Office. All props and their location must meet the guidelines of the Fire Marshall's Office and the Safety Codes and Regulations of the Hotel. Group may not utilize pyrotechnics.

**Exhibits:** Exhibit space fees are as indicated below. Fee includes one 6ft table, 2 chairs, wastebasket and 2x daily clean-up of the area by hotel staff. 6ft Table Tops have a charge of \$25 each. 8x10 or 10x10 Booths have a charge of \$50/each.

**Quiet House Policy:** The Hotel's goal is to provide peaceful and comfortable accommodations for guests during the time in which they are away from their place of residence. In order to do so, Hotel adheres to a "Quiet House" Policy. For the comfort, safety and security of all guests, the "Quiet House" Policy supports the notion that guest accommodations are to be used for rest and relaxation. Because of this, the following policy is strictly enforced by hotel management. Upon the receipt of any noise complaints from guests, the individual(s) responsible for the disturbance will be given a warning from hotel management. In the event of reoccurrence, the individual(s) will be evicted from the Hotel without refund. Should it be found that the noise complaints received by hotel management are a result of attendees of your Group that requires the hotel to refund all or a portion of another guest's payment, the Group is subject to possible fees for this payment.

**Package and Box Deliveries:** There is a handling Charge for all incoming items and outgoing items handled by the Shipping and Receiving Department. Service fee and prices are as follows:

Letters:	Complimentary
0-5LBS	\$7.00
6-25LBS	\$15.00
25-50LBS	\$25.00
51-99LBS	\$40.00
100LBS+ or pallets	\$175.00 each

Boxes and materials sent to the hotel for your event must not reach our hotel earlier than three (3) days prior to the function without the consent of your hotel Representative. An extra labor fee for storing and delivering to function room of large shipments of boxes may be charged based on amount of time spent by our staff in handling these materials.


Group is responsible for removal of all pallets and shipping materials. If pallets and shipping materials are not removed, removal fee may apply and will be added to master account.

In order to avoid any confusion or misplaced materials, anything being sent to Hotel should be addressed with Group Name and Contact, Arrival Date, Name of Hotel Contact.

**Tax and Service Fees:** Sales tax, service charges and administrative fee are subject to change without notice.

Food & Beverage, Room Rental Sate Tax: 11.25%  
Food & Beverage, Room Rental Service Charge: 22% taxed at 2.6%  
Food & Beverage, Rental Admin Fee: 3% taxed at 10.25%

**Banquet Event Orders:** To ensure that every detail is handled to the Group's specifications, set up and menu selections are due to the Convention Services Manager at least one month prior to the arrival date or

  
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by the date indicated below; otherwise items selected cannot be guaranteed. The Banquet Event Orders (BEOs) with the Group's selections outlined will be sent to the Group within seven days of the detail receipt, to which changes can be made.

**Menu Selection Due Date: June 12, 2020**

The Group is required to sign a final copy of Banquet Event Orders (BEOs) and return them to the Convention Services Manager at least two weeks prior to the Arrival Date or by the date indicated below. Group's special requests may be impacted if Banquet Event Orders are not completed by this date.

**Signed BEO Due Date: June 22, 2020**

The Group must notify the Convention Services Manager of the Final Guaranteed Attendance (Final Guarantee) for *each function* no later than noon, three (3) business days prior to the first scheduled function or the date listed below. Final Guarantees are not subject to reduction and charges will be made accordingly.

**Final Guarantees Due Date: July 6, 2020 at noon**

## **12. ROOM BLOCK AND SERVICES COMMITMENT**

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

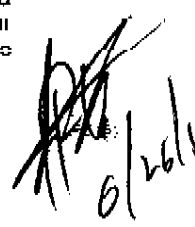
For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

### **ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES**

At this time, the Hotel is holding 300 room nights for your use over the contracted dates. Total Contracted Room Nights including Hotel fees, will generate revenues of \$53,700.00, exclusive of sales and occupancy taxes. Planned banquet food and beverage revenue is \$0 exclusive of service charges and sales tax. These figures shall be referred to herein as the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures." Function space rental charges will be \$5,000.00, exclusive of service charges and applicable taxes.

### **ATTRITION**

We agree to allow for a 20% reduction in each of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures". At the conclusion of your meeting, we will subtract the room revenue derived from your meeting (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition you have taken from the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" set forth above. Any remaining amount will be posted as a charge to your master account, plus applicable taxes. Additionally, at the conclusion of your meeting, we will subtract the



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banquet food and beverage revenue derived from your meeting and the amount of any permissible attrition you have taken from the Anticipated Banquet Food and Beverage Revenue Figure set forth above. Any remaining amount will be posted as a charge to your master account, plus applicable taxes and service charges.

**CANCELLATION**

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

**13. FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

**14. OUTSIDE CONTRACTORS**

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Hotel and its affiliates and their respective officers, directors, partners, agents, members and employees harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

**15. INSURANCE AND INDEMNIFICATION**

Group and any Outside Third Party Vendor providing goods and services on Hotel property to Group agrees to abide by the insurance requirements set for below. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the Group's or its members', agents', employees', or Exhibitors' negligence. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its affiliates and their respective officers, directors, partners, agents, members and employees from and against any and all demands,



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claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and its affiliates' negligence and/or their respective members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

#### 16. INSURANCE

The Hotel and the Group each agree to carry their own personal property, liability and other insurance they deem appropriate to protect themselves against claims arising from activities conducted at the respective Hotel during the meeting(s) and/or function(s). Upon request, each party shall provide to the other a Certificate of Insurance evidencing such insurance.

The Hotel shall not be responsible for the security of exhibits, presentation materials or other personal property of the Group or its exhibitors.

In the event the Group hires or contracts with an outside party (i.e. contractor, vendor, etc.) to perform any activity including, but not limited to, set-up of an event, in connection with their contract with and/or event at the Hotel, the Group shall require the outside party to provide the following insurance coverage's.

- a. Commercial General Liability with minimum limits of \$5,000,000 per occurrence (combined single limits for Bodily Injury and Property Damage). Coverage shall include Broad Form Contractual Liability and Products and Completed Operations.
- b. Auto Liability, as applicable, with minimum limits of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage.
- c. Worker's Compensation with Statutory Limits for the jurisdiction within which work is performed. Employer Liability with minimum limits of \$1,000,000.
- d. All above policies shall be issued by insurance company or companies which are authorized to do business in the state in which the Hotel is located and have a minimum A.M. Best & Co. rating of "A", "X" or as otherwise reasonably agreed to by Hotel. All such insurance shall be issued on a primary and non-contributory basis, contain a Waiver of Subrogation in favor of the Additional Insureds and not be cancelable, terminable or subject to material change without thirty (30) days' prior written notice to the Hotel. All such insurance, with the exception of Worker's Compensation, shall name the Hotel, Hotel Owner, Hotel Operator, Employer Company (if applicable) as Additional Insureds. A Certificate of Insurance, in form and substance reasonably satisfactory to the Hotel and evidencing the required coverages, shall be provided to the Hotel prior to the commencement of work. A combination of primary liability and umbrella liability insurance may apply to meet the minimum limits of insurance required under this Agreement.

#### 17. SECURITY

If required, at the sole judgment of Hotel, in order to maintain adequate security measures in light of the size and nature of the Event, Group shall provide, at its expense, security personnel for the Event supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located, which agency shall be subject to the prior approval of Hotel. Security personnel provided by Group shall not carry weapons and are to coordinate with Hotel's regular security force and will concern themselves only with access to the space reserved hereunder (or substituted therefor), restricting their presence only to those areas of the Hotel premises.

#### 18. AUTHORITY

The persons signing the agreement on behalf of Hotel and Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

#### 19. MISCELLANEOUS PROVISIONS

This contract is made and to be performed Rosemont, Illinois and shall be governed by and construed in accordance with Illinois law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of Illinois. This contract (and any appendix thereto) is the entire agreement between the parties, superseding all prior proposals, oral and written, negotiations,



representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the Hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing.

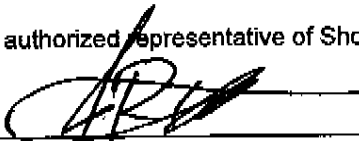
Group may not assign any benefits arising under or associated in any way with this contract without prior consent of Hotel. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Illinois, and only in Cook County. No food and/or beverage of any kind will be permitted to be brought into the Hotel, or any suite used as a hospitality suite, by the group or any of the group's guests.

**20. ACCEPTANCE**

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

By the authorized representative of Shoe Service Institute of America:

  
\_\_\_\_\_  
Signature

James R. McFarland  
Name of Authorized Representative

6/26/19  
\_\_\_\_\_  
Date  
President  
\_\_\_\_\_  
Title

By the authorized representative of Hotel:

\_\_\_\_\_  
Elizabeth Parisi  
National Sales Manager