



LAKE TAHOE RESORT HOTEL
AT HEAVENLY

Confirmation Agreement

A satisfied customer is our goal. We believe that, if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This Confirmation Agreement ("Agreement") between CeRTNA by its agent, Dana Boeg ("Group" or "you" or "your(s)") and Roppongi-Tahoe, LP. ("Owner"), d/b/a Lake Tahoe Resort Hotel at Heavenly (the "Hotel" or "we" or "us" or "our") is intended to be helpful to both you and us and result in your satisfaction with our performance.

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Dana Boeg	Name of "Event":	CeRTNA
Title:		Date(s) of Event:	Tuesday 7/12/2016-Friday 7/15/2016
Company Name:	CeRTNA	Post to Reader Board As:	CeRTNA
Address:	222 West Hospitality Lane, 1 st Floor	Hotel Contact:	Theresa Hiatt-Downer
City, State, Zip:	San Bernardino, CA 92415	Title:	Conference Sales Manager
Phone:	855-732-2575	Phone:	530-543-2114
Fax:		Fax:	530-544-7643
Email:	Dana.boeg@arc.sbcounty.gov	Email:	thiatt-downer@tahoeresorthotel.com

The sleeping suites, function space and food and beverage functions listed below will be considered definite commitments upon signing of this Agreement by both parties, and will be subject to all terms and conditions set forth herein. We are pleased to reserve the following accommodations and arrangements for your Event. Please review the detailed information outlined within to assure that this accurately reflects your requirements:

SLEEPING ROOMS and RATES (Attach extra page if necessary) ("Room Block")					
DAY/DATE/YEAR	KING STANDARD (1 person) Room Count & Rate	TWO QUEEN BEDS STANDARD (1 or 2 ppl) Room Count & Rate	KING PREMIUM (1 or 2 ppl) Room Count & Rate \$	TWO QUEEN BEDS PREMIUM (1 or 2 ppl) Room Count & Rate	DAILY TOTAL SUITE NIGHTS
Tue 7/12/2016	30 @ \$90	\$120	\$120	\$150	30 Suites
Wed 7/13/2016	30 @ \$90	\$120	\$120	\$150	30 Suites
Thu 7/14/2016	30 @ \$90	\$120	\$120	\$150	30 Suites

Sleeping room rates are **net non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments. In addition to the Total Minimum Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the City of South Lake Tahoe, the current hotel occupancy tax rate is 12% plus \$3.09 per suite, per night city assessment fee.

SCHEDULE OF EVENTS AND FUNCTION SPACE CHARGES (Attach extra page if necessary)						
DAY/DATE/YEAR	TIME	FUNCTION NAME	NUMBER OF GUESTS	ROOM SETUP	ROOM RENTAL FEE	F&B ANTICIPATED REVENUE**
Wed 7/13/2016	8am-5pm	Meeting	35	U-Shape	\$300	N/A
Thu 7/14/2016	8am-5pm	Meeting	35	Classroom	\$300	N/A
Fri 7/15/2016	8am-12pm	Meeting	25	U-Shape	\$150	N/A

GRATUITY: 15.75% (or the current gratuity percentage in effect on the day of the Event pursuant to the applicable collective bargaining agreement) of the food and beverage total, plus any applicable state and/or local taxes, will be added to your account as a gratuity and fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The gratuity and any applicable taxes will be separately stated on your invoice.

SERVICE CHARGE: 6.25% of the food and beverage total, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
Total Anticipated Sleeping Room Revenue:	\$8,100
Total Anticipated Food & Beverage Revenue**:	\$ 0.00
Total Anticipated Room Rental Fees:	\$750
"Total Minimum Anticipated Revenue":	\$8,850

** Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales

TERMS AND CONDITIONS

1. **RESERVATIONS; GUEST RESERVATION INFORMATION:** Reservations will be made directly with the Hotel room reservation department by calling our toll-free number 1-800-988-9895 or by going into the hotel's website and using group code: CERTNA2016. Reservations must be made no later than **6/12/2016**. After that date, you agree that we may offer unused rooms held in your block to other customers. Reservations requested by your attendees after this date will be accepted based upon availability.

CHECK ONE OPTION: Room and tax will be **(XX)** paid by individuals or [] charged to Group's Master Account.

EARLY DEPARTURE / NO-SHOW FEE: Any individual cancellations within 72 hours will be billed for one night's suite and tax. Any no-shows will be billed for one night's suite and tax. Guests departing early will be charged \$75.00 early departure fee. This individual cancellation policy does not waive or alter the group cancellation policy paragraph or performance clauses within this contract.

CHECK-IN / CHECKOUT TIME: Our check-in time is 4:30 pm; check-out time is 11:00 am. All guests arriving before 4:30 pm will be accommodated as rooms become available. Our Bell Desk can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

INCLUDED WITH YOUR EVENT, BASED ON THE ABOVE CONTRACTED INFORMATION, FOR HOTEL GUESTS ONLY BOOKED UNDER YOUR GROUP CODE:

- *Spacious one bedroom suite for every guest (enjoy 2 rooms with living room, bedroom, wet bar)*
- *Complimentary Breakfast Buffet daily (value \$20 per person)*
- *Nightly Managers Happy Hour (value \$15 per person)*
- *Microwave, refrigerator, wet bar, coffeemaker in all suites*
- *No Resort Fee!*
- *Unlimited use of Fitness Center, pool, Jacuzzi*
- *Complimentary access to Business Center for internet, faxing, printing*
- **25% ALLOWABLE ATTRITION ON SUITE BLOCK**

2. **BANQUET SERVICES:** The Schedule of Events listed above indicates the function space that will be held on a definite basis upon signing of this Agreement by both parties. You agree to confirm with us the assigned function space before printing or publishing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available for your Event, you agree that we may substitute space of appropriate size and comparable quality for your Event. Please contact the Hotel at least one month before your Event to review and confirm the details for your Event, including menus, decorations, entertainment and beverage service.

Upon review of your Event requirements, Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

At least 48 hours (two days) before your Event, you must inform us of the exact number of people who will attend your functions by contacting your assigned Event Manager by phone. We will not undertake to serve more than 3% above this guaranteed minimum.

If the guaranteed number for any of your banquet functions is less than twenty (20) persons, we will add a \$100.00 labor charge to your account. This will be used to cover our costs of the function and will not be distributed as a gratuity to our employees working at your function.

You agree to begin your functions promptly at the scheduled start times and agree to have your guests, invitees and other persons vacate the designated function spaces at the end times indicated on the final Event Orders. You further agree to reimburse us for any overtime wage payments or other expenses incurred by us because of your failure to comply with these requirements.

There may be increases in prices due to unforeseen changes in market conditions at the time of your Event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices, or at our option we may make reasonable substitutions in menus, and you agree to accept such substitutions.

Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Due to state law, you may not bring food or beverage into the Hotel for your Event.

3. **DESCRIPTION AND DISCLOSURE OF THIRD PARTY PAYMENTS:** ~~DELETED IN ITS ENTIRETY~~

4. **ADVANCE DEPOSIT:** We require that you pay an initial deposit of **WAIVED** of the Total Minimum Anticipated Revenue at the time of signing this Agreement. The balance of total anticipated Master Account is due 10 days prior to group arrival.

We reserve the right to require additional advance payments of all or part of the estimated charges if your credit status changes. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

5. CANCELLATION POLICY: The rates offered by us are based in part upon the total gross revenues anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your Event will provide the Total Minimum Anticipated Revenue. You agree and understand that, in the event of a cancellation, our actual damages would be difficult to determine. Therefore, you agree that should you cancel your Event for any reason, including changing your meeting/function site to another hotel, you will pay as liquidated damages, plus any applicable state and/or local taxes as required by law, to the Hotel immediately upon notice of cancellation a percentage of Total Minimum Anticipated Revenue for your Event, as follows:

Date of Hotel's Receipt of Cancellation Notice*	Percentage of Total Minimum Anticipated Revenue Owed	Amount of Cancellation Damages Owed
Cancellation between date of signing and 4/12/16, 90 days in advance	50 % =	\$4,425
Cancellation between 4/13/16, 89 days to 5/12/16, 60 days	65 % =	\$5,753
Cancellation between 5/13/16, 59 days to 6/12/16, 30 days	75 % =	\$6,637
Cancellation between Less than 6/12/15, 30 days	85 % =	\$7,522

*Hotel may, in its sole discretion, consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

PERFORMANCE POLICY: You further agree to pay reasonable liquidated damages to the Hotel for lack of performance if the Event is held but the Hotel does not realize the Total Minimum Anticipated Revenue from your Event. The damages owed will be the amount necessary for the Hotel to receive no less than 75% of the Total Anticipated Sleeping Room Revenue, 100% of the Total Food & Beverage Revenue and 100% of the Meeting Room Setup Fee as described in summary table on page 1 of this Agreement, plus any applicable state and/or local taxes as required by law. All estimated Total Minimum Anticipated Revenue performance damages will be due and payable to the Hotel no later than seven (7) days prior to your arrival date, regardless of your Master Account credit status.

6. DISPLAYS, DECORATIONS AND YOUR PROPERTY; We are not responsible for any loss or damage to property belonging to you or your attendees and do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for Hotel staff to provide the labor for any installations or removals of such.

7. OUTSIDE CONTRACTORS: Should you elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify us of your intention to use such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled "Hold Harmless Agreement – Outside Contractors" in favor of Hotel, Hotel's Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before your outside contractors will be allowed to provide services on Hotel premises.

8. SECURITY: If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel, and provide proof of insurance in amounts acceptable to Hotel before your security contractor will be allowed to provide security services on Hotel premises.

9. CONDUCT OF EVENT: You assume full responsibility for the conduct of all persons in attendance at your Event and for any damage done to any part of our premises during the time of your Event, whether caused by you, your agents, employees, contractors or attendees, including any damage resulting from or connected with transportation, placing, removal or display of exhibits, displays or other items related to your Event. You also agree that your Event will not create any disturbance to other guests or meetings, such as noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any activity that generates smells. Hotel reserves the right to end your Event immediately if you do not comply with Hotel's request to reduce or eliminate any such disturbance, you will remain responsible for payment of all charges related to your Event and no refunds will be issued by Hotel. Should you require any rigging services for this Event, all such services must be arranged through the in-house audio-visual provider or the Hotel and you will be responsible for all costs associated therewith.

10. FIRE SAFETY: For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the 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 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 your responsibility and final approved copies of all such permits must be provided to us at least three (3) days prior to your Event.

11. AUXILIARY AIDS: The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that our guests have equivalent access to the Hotel's goods, services, and accommodations. You agree that one week in advance of your Event, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for any and all auxiliary aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

12. DELIVERIES: Arrangements for delivery of packages should be made through your designated Event Manager. Receiving, handling and shipping charges may apply. No COD packages will be accepted. The Hotel policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).

13. PARKING: All guests utilizing valet parking will have a daily fee of \$25 per car per day. The garage parking fees are subject to increase. It is the responsibility of Group to inform all attendees of our valet parking policy.

- 14. PORTERAGE:** We require mandatory portorage for groups of 10 people or more arriving simultaneously via chartered ground transportation (does not apply to regularly scheduled South Tahoe Express arrivals). The mandatory fee is \$7.50 per person, round-trip and will be applied to your master account, whether the bell staff was utilized or not. Arrival/departure times of ground transportation must be confirmed fourteen (14) days prior to arrival. Any unconfirmed group arrivals will have the fee automatically added to the master account.
- 15. PROMOTIONAL CONSIDERATIONS:** We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Hotel. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.
- 16. COMPLIANCE WITH LAWS:** Group represents warrants and agrees that Group is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under such applicable laws, rules or regulations.
- 17. DISPUTE RESOLUTION: DELETED IN ITS ENTIRETY**
- 18. DISPUTES INVOLVING CREDIT CARD PAYMENTS:** As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all master account charges, you specifically agree to waive any rights you may have under applicable state and federal truth in lending laws or otherwise (including, but not limited to, under your credit card issuer's procedures for resolving such disputes) to receive a temporary credit from your credit card issuer for disputed charges arising from your credit card transactions with Hotel (commonly referred to as a "chargeback"). You agree that any disputes that you may raise with respect to any master account charges must be addressed directly between you and us and to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the parties rights and remedies pursuant to law or equity.
- 19. COLLECTION/ATTORNEY'S FEES: DELETED IN ITS ENTIRETY**
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.
- 21. INSURANCE:** You agree to maintain insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, Commercial General Liability insurance with limits not less than One Million US dollars (\$1,000,000 US) per occurrence covering property damage, products-completed operations, and liability assumed under an insured contract, including the tort liability of another assumed in a business contract. You agree to add Hotel Indemnified Parties as additional insureds under all applicable policies for your Event, and your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties. You agree not to endorse or change your insurance to make it excess over other available insurance. Neither your failure to provide, nor our failure to obtain, proof of compliance shall act as a waiver of any of term in this Agreement.
- 22. SEVERABILITY:** 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. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.
- 23. IMPOSSIBILITY:** Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control (including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or declared war in the United States) make it illegal or impossible for the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon written notice to the other party within ten (10) days of the occurrence.
- 24. OPTION DATES:** These arrangements are being held on a **first option basis** until **11/20/2015** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given 2 business days, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or to enable alternate dates to be researched and offered for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **11/20/2015**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.
- 25. SUCCESSORS AND ASSIGNS:** The commitments made by Group will be binding on its 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. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Group if assignment is approved. Group may not otherwise assign this Agreement or any rights hereunder. Group and Hotel are the only parties to this Agreement. There are no third party beneficiaries.

26. **AMENDMENTS/CHANGES:** If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone. This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

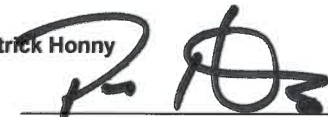
For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

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:
CeRTNA

HOTEL:
Roppongi-Tahoe, LP.
d/b/a Lake Tahoe Resort Hotel

By: Patrick Honny 
By: _____
Name: Patrick Honny/Executive Director
Dated: 11/24/15

By: PHR Management, Managing Agent
By: _____
Name: Theresa Hiatt-Downer, Conference Sales Manager
Dated: _____

HOTEL:

Roppongi – Tahoe L.P.
d/b/a Lake Tahoe Resort Hotel

By PHR Management, Managing Agent

By: _____
Name: William Cottrill/Director of Sales & Marketing
Dated: _____