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Santa Clara Tourism Improvement District
Check Request

Invoice Number: 1902007

Payable To: XRX Inc
2704 W 3rd Street
Sioux Falls, ND 5714

Expense Date: 2/24/19

Amount: \$11,286.00

Reason for Payment: Room Night Subsidy

GL Account #: _____

1881 Room Nights @ \$6/ 11,286.00

11,286.00

Prepared By: Karen Fitzgerald

Date: 6/6/19

REVISED
12/7/16

Santa Clara Convention Center
5001 Great America Parkway
Santa Clara, CA 95054
408-748-7000

Date: November 21, 2016

Event #: 1902007

USE AGREEMENT

The Santa Clara Convention Center, a subsidiary of the Santa Clara Chamber of Commerce, Inc., a non-profit corporation, hereafter called the "Center" does hereby grant to:

Mr. Benjamin Levisay
CEO
XRX Inc.
2074 W 3rd St
Sioux Falls, SD 57104
Telephone: 800-237-7099 Fax: 605-338-2994

herein called the "licensee" permission to occupy those areas of the Center described below on the date(s) and at the time(s) specified for the following purpose: XRX/Stitches

The term of this Agreement shall be: 8:00 AM 2/19/2019 through 11:59 PM 2/24/2019

Space covered by this Agreement is detailed in the attached **Location Schedule**.

1. **PAYMENTS:** Licensee shall pay the Center for use of the area(s) described above a License Fee of \$87,880.00 according to the following payment schedule, all payable in U.S. funds by instrument drawn on a U.S. bank: Any returned checks are subject to a \$20.00 service charge.

Signed contract: due 12/15/2016
Deposit of: \$8,788.00 due 1/15/2017
Additional deposit: \$13,182.00 due 2/19/2018
Final Payment of: \$65,910.00 due 1/19/2019

FAILURE TO MAKE PAYMENTS ACCORDING TO THE SCHEDULE MAY RESULT IN CANCELLATION OF THE EVENT.

2. **CANCELLATION:** Any cancellation by the Licensee must be in writing. Receipt by the Center of a cancellation within two (2) years of the event will result in cancellation charges and forfeiture of a portion of the License Fee and/or anticipated food and beverage revenue as follows whether or not any moneys have actually been paid to and received by the Center:

TIME BEFORE EVENT	FORFEITURE %	TIME BEFORE EVENT	FORFEITURE %
Less than 2 years but, more than 1 year	25%	Less than 9 months but, more than 3 months	75%
Less than 1 year but, more than 9 months	50%	Less than 3 months	100%

Such cancellation charges and forfeiture shall be in the nature of liquidated damages because the parties agree that the fixing and determining of actual damages would be difficult to ascertain.

3. **INDEMNIFICATION:** Licensee agrees to indemnify and hold harmless the Center, the City of Santa Clara, the Redevelopment Agency of the City of Santa Clara, the Santa Clara Chamber of Commerce and their respective

The Santa Clara Convention and Visitors Bureau will offer a \$6.00 subsidy per actualized room night in the Santa Clara designated hotels. In order to qualify for this subsidy, Licensee must meet the following requirements:

- 1) Contract with a minimum of three (3) Santa Clara hotel properties for 500 rooms on peak night.
- 2) Have a minimum of 500 actualized Santa Clara hotel rooms on peak night upon completion of the event.
- 3) \$6.00 per room night subsidy for any registered conference attendee that is confirmed to have stayed at the following Santa Clara hotels during the conference dates: Avatar, Biltmore Hotel and Suites, Embassy Suites, Hilton Santa Clara, Hyatt House, Hyatt Regency, Marriott Santa Clara and The Plaza Suites.

The Santa Clara Convention and Visitors Bureau will offer an additional \$2.00 subsidy per actualized room night in the Santa Clara designated hotels for transportation. This amount can only be used towards transportation cost between the designated Santa Clara hotels: Avatar, Biltmore Hotel and Suites, Embassy Suites, Hilton Santa Clara, Hyatt House, Hyatt Regency, Marriott Santa Clara and the Plaza Suites. In order to qualify, Licensee must meet the following requirements:

1. Contract with a minimum of three {3} Santa Clara hotel properties for 500 rooms on peak night.
2. Have a minimum of 500 actualized Santa Clara hotel room on peak night upon completion of the event.

CONVENTION CENTER PARKING

Parking fees will apply based upon the rates charged at the time of the program. At this time, the parking rate has not been established for future dates. For available on-site parking, the group rate for this event is not to exceed \$15.00 per car per day. Oversized vehicles, trucks, and trailer parking is not available. These parking arrangements can be made in advance with your Convention Services Manager (current fees at the time will apply). Should the on-site lot fill-up, all reasonable efforts will be made to locate alternative parking for the use of the Licensee and its guests. Parking fees will apply based upon rates charged at the time of the program.

The Santa Clara Convention Center cannot guarantee parking availability in the adjacent city-owned parking garages due to major events that may potentially be held in the Santa Clara Stadium. All reasonable efforts will be made to locate alternative parking for the use of the licensing. Parking fees will apply based upon the rates charge of the time of the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 10 day of December in the year 2010. APPROVED AND AGREED TO:

Licensee
By [Signature]

Santa Clara Convention
Center
[Signature]
General Manager

PICK-UP REPORT



Santa Clara Convention
 5001 Great America Parkway
 Santa Clara, CA 95054
 Fax: (408) 244-9202

Date: 2/26/2019
 From: Camden Barbour, Event Manager-- (408) 748-7021, Camden.Barbour@Santaclara.org

Organization Name: XRX, Inc.
 Meeting Name: Stitches West 2019

Event Type: Convention Center
 Market Segment: Association
 Scope Type: Regional
 Definite Date: 03/1/2016

Contact: Mavis Smith
 Address: 2704 W 3rd St.
 Sioux Falls, SD 57104
 UNITED STATES
 Phone: 605-338-2450x120
 Email: mavis@xrx-inc.com
 Website: www.knittinguniverse.com

Title: Event Director

Fax: 1-605-338-2994

Meeting Dates: 2/19-24/2019
 Attendees: 1,490
 Blocked Rooms: 2,145
 Blocked Peak: 1,526
 Pickup Rooms: 1,881
 Pickup Peak:

Hotel Name	Sunday 2/17/2019	Monday 2/18/2019	Tuesday 2/19/2019	Wednesday 2/20/2019	Thursday 2/21/2019	Totals	Rate
Hyatt Hotel	B:1 P:1	B:5 P:4	B:25 P:33	B:130 P:158	B:350 P:368	B:511 P:564	
Hilton Hotel	B:0 P:0	B:0 P:0	B:0 P:2	B:0 P:28	B:0 P:100	B:0 P:130	████████
Avatar	B:0 P:0	B:0 P:0	B:3 P:0	B:9 P:2	B:17 P:8	B:29 P:10	████████
Biltmore Hotel	B:0 P:0	B:0 P:0	B:5 P:5	B:21 P:21	B:32 P:32	B:58 P:58	
Daily Totals					P:508		
Totals							

Hotel Name	Friday 2/22/2019	Saturday 2/23/2019	Sunday 2/24/2019	Monday 2/25/2019	Totals	Ra

Hyatt Hotel	B:400 P:568	B:350 P:315	B:65 P:89	B:0 P:1			B:815 P:773
Hilton Hotel	B:0 P:105	B:0 P:78	B:0 P:7	B:0 P:0	B:0 P:0		B:0 P:190
Avatar	B:17 P:9	B:17 P:6	B:12 P:0	B:0 P:0	B:0 P:0		B:46 P:15
Biltmore Hotel	B:33 P:33	B:25 P:25	B:13 P:13	B:0 P:0	B:0 P:0		B:71 P:71

Daily Totals **P: 515**

Totals

Hotel	Blocked	Picked up	% Picked up
Hyatt	1326	1337	
Hilton	125	320	
Avatar	75	25	
Biltmore	0	129	
Grand Totals	1,526	1,881	

Mavis Smith

Above is the room night pick up report for the Stitches West 2019. Please review, sign and return so we can work to settle the event. If you have any questions, please call Angie Reyes at 408-748-7025

Mavis Smith

J

Santa Clara Tourism Improvement District
Check Request

Invoice Number: 1902007

Payable To: California Association for the
Education of Children
950 Glenn Dr, Suite 150
Folsom, CA 95630

Expense Date: 2/24/19

Amount: \$2,070.00

Reason for Payment: Room Night Subsidy

GL Account #: _____

1035 Room Nights @ \$2/ 2,070.00

2,070.00

Prepared By: Karen Fitzgerald

Date: 6/6/19

Santa Clara Convention Center
5001 Great America Parkway

Date: October 2, 2017

Santa Clara, CA 95054
408-748-7000

Event #: 1904008

USE AGREEMENT

The Santa Clara Convention Center, a subsidiary of the Santa Clara Chamber of Commerce, Inc., a non-profit corporation, hereafter called the "Center" does hereby grant to:

Mr Don Shaffer
Executive Director CADA
C/O Shiela Locatelli Wallace, CAE, CMP
BTF Enterprises
3121 Park Avenue Suite C
Soquel, CA 95073

herein called the "licensee" permission to occupy those areas of the Center described below on the date(s) and at the time(s) specified for the following purpose: CA Association of Student Leaders (CASL)

The term of this Agreement shall be: 7:00 AM 4/ 4/2019 through 11:59 PM 4/ 7/2019

Space covered by this Agreement is detailed in the attached **Location Schedule**.

1. **PAYMENTS:** Licensee shall pay the Center for use of the area(s) described above a License Fee of \$35,520.00 according to the following payment schedule, all payable in U.S. funds by instrument drawn on a U.S. bank: Any returned checks are subject to a \$20.00 service charge.

Deposit of: \$8,880.00 due 10/25/2017

Final Payment of: \$26,640.00 due 3/4/2019

FAILURE TO MAKE PAYMENTS ACCORDING TO THE SCHEDULE MAY RESULT IN CANCELLATION OF THE EVENT.

2. **CANCELLATION:** Any cancellation by the Licensee must be in writing. Receipt by the Center of a cancellation within two (2) years of the event will result in cancellation charges and forfeiture of a portion of the License Fee and/or anticipated food and beverage revenue as follows whether or not any moneys have actually been paid to and received by the Center:

TIME BEFORE EVENT	FORFEITURE %	TIME BEFORE EVENT	FORFEITURE %
Less than 2 years but, more than 1 year	25%	Less than 9 months but, more than 3 months	75%
Less than 1 year but, more than 9 months	50%	Less than 3 months	100%

Such cancellation charges and forfeiture shall be in the nature of liquidated damages because the parties agree that the fixing and determining of actual damages would be difficult to ascertain.

3. **INDEMNIFICATION:** Licensee agrees to indemnify and hold harmless the Center, the City of Santa Clara, the Redevelopment Agency of the City of Santa Clara, the Santa Clara Chamber of Commerce and their respective

32. **AMERICANS WITH DISABILITIES ACT:** Center warrants that it is in compliance with the Americans With Disabilities Act (Public Law 101-336). This warranty is based upon a Self-Assessment conducted by the City's ADA Task Force and the Center's staff. Compliance includes preparation of a Transition Plan containing identified deficiencies and plans to correct those deficiencies subject to funding by the City of Santa Clara. The Transition Plan is available for inspection in the Center's administrative offices during regular business hours. The Center accepts responsibility for compliance with the Act with respect to its policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services other than in those areas designated for the exclusive use of the Licensee; architectural, communication and transportation barriers other than those created by or within the control of Licensee, its agents, representatives or contractors and, the provision of wheelchair seating spaces in assembly areas.

Licensee shall be responsible for compliance with the Act with respect to its policies, practices, procedures and eligibility criteria; the provision of auxiliary aids and services in areas designated for the exclusive use of or within the control of Licensee, including audio visual; and, architectural, communications and transportation barriers created by or within the control of Licensee, its agents, representatives or contractors.

33. **ADDENDA:** Additional provisions, if any, are listed below and made a part hereof.

The license fee for Mission City Ballroom {valued at \$16,000.00} will be refunded following the event if the amount spent on food and beverage for the duration of the conference at the Center {excluding service charge and tax} equals or exceeds \$74,500.00. The license fee will be reduced by one-half if the amount spent falls between 50% and 100% of the above amount.

Upon confirmation that between 1,000-1,499 Santa Clara hotel room nights have been utilized by your organization you will be refunded \$13,200.00 {the value of Meeting rooms 201-212} following the event.


Upon confirmation that 1,500 or more Santa Clara hotel room nights have been utilized by your organization you will be refunded \$19,520.00 {the Value of Ballrooms G-H and Meeting Rooms 201-212} following the event.

The Santa Clara Convention and Visitors Bureau will offer a \$2.00 subsidy per actualized room night in the Santa Clara designated hotels. In order to qualify for this subsidy, Licensee must meet the following requirements:

- 1) Contract with a minimum of two (2) Santa Clara hotel properties for 300 rooms on peak night.
- 2) Have a minimum of 300 actualized Santa Clara hotel rooms on peak night upon completion of the event.
- 3) \$2.00 per room night subsidy for any registered conference attendee that is confirmed to have stayed at the following Santa Clara hotels during the conference dates: Avatar, Biltmore Hotel and Suites, Embassy Suites, Hilton Santa Clara, Hyatt House, Hyatt Regency, Marriott Santa Clara and The Plaza Suites.

Parking Notice: The Center cannot guarantee parking availability in the adjacent City owned parking garages due to major events that may potentially be held in Levi's Stadium. All reasonable efforts will be made to locate alternative parking for the use of the Licensee. Parking fees will apply based upon the rates charged at the time of the program.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this 15 day of January in the year 2018. APPROVED AND AGREED TO:



Licensee
Don Shaffer - Executive Director
By

Santa Clara Convention
Center


General Manager

Reyes, Augie

From: Allen, Glen (CLARA) <glen.allen@hyatt.com>
Sent: Tuesday, April 30, 2019 12:29 PM
To: Reyes, Augie
Cc: Wong, Karen (CLARA)
Subject: RE: CASL 2019 Hotel Room night pick up, April 4-8, 2019

Hi Augie,

Please see the pickup below.

Stay Date	Day	Total Rooms
01-Apr-2019	Mon	2
02-Apr-2019	Tue	16
03-Apr-2019	Wed	35
04-Apr-2019	Thu	334
05-Apr-2019	Fri	387
06-Apr-2019	Sat	383
07-Apr-2019	Sun	370
08-Apr-2019	Mon	5
Total Rooms		1,532

Thanks,

Glen J. Allen
Event Planning Manager

HYATT REGENCY SANTA CLARA
5101 Great America Parkway, Santa Clara, CA 95054, USA
T 1.408.510.6422 E glen.allen@hyatt.com
santaclara.hyatt.com

WELCOME TO HYATT REGENCY

THINK BEFORE YOU PRINT: Please consider the environment before printing this email.

From: Wong, Karen (CLARA) <karen.wong@hyatt.com>
Sent: Tuesday, April 30, 2019 12:22 PM
To: Allen, Glen (CLARA) <glen.allen@hyatt.com>
Cc: Reyes, Augie <Augie.Reyes@santaclara.org>
Subject: RE: CASL 2019 Hotel Room night pick up, April 4-8, 2019

Hi Glen,

Could you share the pickup with Augie at the Center?

Thanks
Karen

Benaderet, Bill

From: Reyes, Augie
Sent: Friday, May 3, 2019 9:21 AM
To: Benaderet, Bill
Subject: Fwd: CASL 2019 Hotel Room night pick up, April 4-8, 2019

Fyi

Sent from my iPhone

Begin forwarded message:

From: Mallori Macklin <mallori.macklin@hiltonsantaclara.com>
Date: May 3, 2019 at 8:44:56 AM PDT
To: "Reyes, Augie" <Augie.Reyes@santaclara.org>
Subject: RE: CASL 2019 Hotel Room night pick up, April 4-8, 2019

Good Morning,

Please see the pick up below.

4/3	4/4	4/5	4/6	4/7	Total
1	30	30	48	46	154

Thank you,

Mallori Macklin | Sales Coordinator
t: +1 408 562 6717 | f: +1 408 562 6736
mallori.macklin@hiltonsantaclara.com

HILTON SANTA CLARA
4949 Great America Parkway
Santa Clara, California 95054
www.hiltonsantaclara.com

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