

OAK RIDGE

HOTEL & CONFERENCE CENTER

DATE: 3/26/2018
 GROUP NAME: Center for Leadership Philanthropy
 CONTACT: Ms. Pam McAllister
 TITLE: Co-Founder & CEO
 E-MAIL: pam@leadershipphilanthropy.com
 PHONE: (206)686-2243

Pursuant to this Agreement, once accepted, Center for Leadership Philanthropy ("you, "your" or "Group") will hold a meeting at Oak Ridge Hotel & Conference Center ("we" "our" or "Oak Ridge") on the terms and conditions set forth herein.

EVENT DATES: Arrival Date: Friday, April 27, 2018 - **Departure Date:** Monday, April 30, 2018

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

Package	Rate (Per Person Per Day)	Fri 4/27	Sat 4/28	Sun 4/29	Mon 4/30	Total
Guest Room Only	\$120.00 + tax	6				\$720.00
CMP – Single Occupancy	\$230.00 + tax		12	12	C/O	\$5,520.00
DMP with Dinner	\$125.00 + tax					
Total Guestrooms		6	12	12	C/O	\$6,240.00
Total Guests		6	12	12	12	

OPTION DATE

These arrangements are being held on a **first option basis** until March 30, 2018 (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.

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 March 30, 2018, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.

Complete Meeting Package (CMP) Includes:

- * Overnight Accommodation
- * General Session Conference Room
- * Continuous all day breaks
- * Three full meals
- * A/V: LCD Projector, 2 flip charts, screen
- * Wireless Internet Access
- * Service Charge

Day Meeting Package (DMP) Includes:

- * General Session Conference Room
- * Continuous all day breaks
- * Lunch and Dinner
- * A/V: LCD Projector, 2 flip charts, screen
- * Wireless Internet Access
- * Service Charge

Package Rates quoted include the following:

- 10% Service charge of total food and beverage revenue plus applicable taxes which will be distributed to applicable servers and wait staff
- 11% Administrative charge of total food and beverage revenue plus applicable taxes which will be retained by Oak Ridge to cover discretionary costs of the event (Administration charge is not a tip, gratuity or service charge for employees)

Any additional food and beverage revenue is subject to the above mentioned service/administrative charge.

ROOM RESERVATION PROCEDURES

From the moment this agreement is accepted, we will be holding the agreed upon guest room block for the use of your attendees. Oak Ridge has no obligation to provide room nights beyond those listed in the room block.

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to Oak Ridge twenty-one days prior to your arrival date of Friday, April 27, 2018. This list should include guest name, email address, requested room type, check-in and check-out dates, and any VIP status. Any requests for special room arrangements should be indicated on the rooming list. Oak Ridge does not confirm reservations to the individual in writing. Individual reservations will not be accepted from participants, travel agents or via the Internet for your meeting.

RESERVATION CUT OFF DATE: April 6, 2018

Twenty-one days prior to your arrival 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 be returned to Oak Ridge's general inventory. Reservation requests from your attendees received less than twenty-one days prior to your arrival 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 packages or room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN/OUT TIME

Our check-in time is 3:00 PM; check-out time is 12:00 PM. All guests arriving before 3:00 PM will be accommodated as rooms become available. An assessment will be charged for late check-out. Luggage storage is available.

INDIVIDUAL BILLING ARRANGEMENTS (Please Select One)

Individual to pay all charges Guest Room/Package charges to Master Account All charges to Master Account

except as noted on rooming list! Jim Lord + Jacqueline Gromada on master

We will provide the function space you require in accordance with the schedule of events which is described herein at no additional fee. Functions must begin and end at the times specified.

Should you desire additional food and beverage services and/or meeting space beyond that specified herein, please advise us as soon as possible so that we may attempt to secure such additional space for your use. Private dining reservations must be made in advance and are subject to the charges outlined in our banquet menus and as set forth herein. Private dining accommodations are limited and subject to availability. Private dining areas are not committed unless specifically outlined in the schedule of events below. We reserve the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Additional meeting, break-out or banquet space is subject to a fee ranging from \$150.00 to \$4,000.00. Exact cost to be determined based on space, need or event.

An Administrative Charge of 21% of the total room rental and audio-visual revenue plus applicable taxes which will be retained by Oak Ridge to cover discretionary costs of the event. The Administration Charge is not a tip, gratuity or service charge for employees.

SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
Sat, 4/28/18	1:00 PM	9:00 PM	Meeting	Rounds	12	
Sat, 4/28/18	1:30 PM	4:30 PM	Nourishment Break		12	
Sat, 4/28/18	7:00 PM	8:00 PM	Dinner		12	
Sun, 4/29/18	7:00 AM	9:30 AM	Breakfast		12	
Sun, 4/29/18	7:30 AM	11:30 AM	Nourishment Break		12	
Sun, 4/29/18	8:00 AM	9:00 PM	Meeting	Rounds	12	
Sun, 4/29/18	11:30 AM	1:30 PM	Lunch		12	
Sun, 4/29/18	1:30 PM	4:30 PM	Nourishment Break		12	
Sun, 4/29/18	6:00 PM	9:00 PM	Dinner		12	
Mon, 4/30/18	7:00 AM	9:30 AM	Breakfast		12	
Mon, 4/30/18	7:30 AM	11:30 AM	Nourishment Break		12	
Mon, 4/30/18	8:00 AM	5:00 PM	Meeting	Rounds	12	
Mon, 4/30/18	11:30 AM	1:30 PM	Lunch, Box		12	

SPECIAL CONCESSIONS

As an added incentive to select Oak Ridge, the following concessions will be provided, based on 90% of agreed upon package revenue pick up. If agreed upon package revenue materializes at less than 90%, the concessions will be reduced proportionately at the discretion of the Hotel or, at your request, provided and charged to your Master Account at retail value.

- Complimentary soft set seating will be added to the back of the room (valued at \$500.00).
- Private dining room for Saturday dinner will be provided complimentary (valued at \$250.00).

AUDIO-VISUAL EQUIPMENT

Your meeting package includes standard audio-visual equipment and supplies as outlined in the meeting package description on page 1 of this agreement.

PACKAGE REVENUE

Based on the provisions of this contract, Oak Ridge anticipates that your guestrooms and/or meeting packages will generate \$6,240.00 in revenue (includes room rental and ropes course revenue, if applicable). All revenue figures are net and do not include taxes or commissions.

Should you fall short of this Package Revenue whether due to reduction in size of your meeting, drop in attendance, change in events or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine. Therefore, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the Package Revenue and the actual revenue amount received by Hotel for your functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel's losses.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

The following items shall be charged to the Master Account: sleeping rooms, tax, banquet food and beverage charges, attrition charges, event space rental charges (if any), cancellation charges, and any other charges billed to the Master Account at your request. A handling fee in the amount of 21 percent of all third party charges will be assessed if placed on the Master Account. You further agree that all charges associated with use of the grounds, function space, facilities and services of Oak Ridge by its vendors shall be posted to the Master Account.

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

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your master account in the form of credits.

PAYMENT SCHEDULE	Payment Due
Deposit - 30% of contract if paid by credit card - \$1,872.00 or 50% if paid by check - \$3,120.00	Same as Option Date
Estimated Balance – 5 Business Days prior to event start date – Estimated Invoice Estimated Balance must be paid by Credit Card or Check	5 Business Days Prior
Additional Charges – Additional Charges Over and Above Estimated Invoice paid by credit card	Day / Night of your Event

Please make your payments by check payable to Oak Ridge and mail to: One Oak Ridge Drive, Chaska, MN 55318, Attention: Dawn Sandburg.

EVENT CANCELLATION

Oak Ridge has offered the favorable rates in this Agreement based upon the total anticipated revenues for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that Oak Ridge will suffer due to a cancellation. Therefore, Group agrees that should it cancel its Event that Group will pay as liquidated damages to the Hotel immediately upon notice of cancellation a percentage of the total revenues anticipated by the Hotel for your Event plus any applicable state and local taxes as required by law, as follows:

Date of Hotel's Receipt of Cancellation Notice*	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and Arrival Date:	90 % =	\$5,616.00

Total Minimum Anticipated Revenue for this Event is \$6,240.00.

The parties agree that the sliding scale of damages is intended to reflect that the closer in time to the date of your Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of your business with comparable business; therefore no analysis of resale or mitigation will be required and damages will be due immediately upon cancellation.

OAK RIDGE CANCELLATION

If Oak Ridge's obligations under this agreement cannot be met as a result of a "BRC (Business Recovery Center) Event", we may cancel this agreement by returning your deposit and paying the cancellation fee set forth in the chart set forth below. For purposes of this agreement, a "BRC Event" shall mean one or more of the owner's office buildings located in Minneapolis, Minnesota become uninhabitable for any reason and owner has taken over and is preparing to occupy or actually occupies the facility as its business recovery center. Upon the cancellation of this agreement and payment of the cancellation fee, if any, as a result of a BRC Event, all obligations of either party under this agreement shall terminate.

WRITTEN NOTICE RECEIVED	ASSESSMENT CHARGE	CANCELLATION DAMAGES
22 to 60 Days from Arrival Date:	80% =	\$4,992.00
0 to 21 Days from Arrival Date:	100% =	\$6,240.00

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, pandemics, riots, disaster, or strikes, any one of which make provision of the services or use of Oak Ridge hereunder impossible.

OUTSIDE CONTRACTORS

We offer all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, and individuals hired by or on behalf of Group shall be subject to our prior written approval. Group's contracts with its contractors will all specify that contractor and the Group will indemnify, defend and hold Oak Ridge and its owner and manager harmless from and against any and all damages or liabilities which may arise by such Contractors or through their use, and Group shall ensure that any subcontractor it retains to perform work at Oak Ridge shall maintain the same insurance required of Group, as specified below.

INSURANCE AND INDEMNIFICATION

Oak Ridge and Center for Leadership Philanthropy each agree to carry and maintain and provide evidence of liability and other insurance in commercially reasonable amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name Oak Ridge Hotel & Conference Center as additional insured's. Damage to the Oak Ridge premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages and injuries resulting from any action or omission of their individual attendees in conjunction with organized group activities. Oak Ridge is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into Oak Ridge, or for vehicles belonging to you or your attendees, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

Oak Ridge reserves the right to approve all outside contractors hired for use by the Group in Oak Ridge, and may have a list of approved contractors and vendors which the Group may use. Oak Ridge must be notified in advance of any outside contractors and vendors that the Group proposes to use. Oak Ridge reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into Oak Ridge. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Oak Ridge premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Oak Ridge's premises, and must comply with all other similar requirements Oak Ridge deems appropriate, in its sole discretion, regarding use of function space, facilities, including but not limited to indoor and outdoor recreation areas, and use of Oak Ridge services.

Oak Ridge shall defend any claim, suit, action or proceeding brought against the Group and its officers, directors, partners, agents, members and employees (collectively, "Group Indemnitees") and shall indemnify and hold Group Indemnitees harmless 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 Oak Ridge's negligence in connection with the provision of services, except to the extent and percentage attributable to the Groups' or its members', agents', employees', outside contractors', vendors, or exhibitors' negligence. Oak Ridge 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 defend any claim, suit, action or proceeding brought against Oak Ridge Hotel & Conference Center and their affiliates, officers, directors, partners, agents, members and employees (collectively, "Oak Ridge Indemnitees") and shall indemnify and hold Oak Ridge Indemnitees harmless from and against any and all demands, claims, damages to persons or property, judgments, awards, costs, expenses, losses and liabilities, including reasonable attorney's fees and costs of settlement (collectively "Claims") arising out of or caused by the Group's actions and inactions, including but not limited to its negligence, and/or its members', agents', employees', independent/outside contractors', vendors', or exhibitors' actions and inactions, including but not limited to their negligence, in connection with the use of Oak Ridge facilities, including but not limited to indoor and outdoor recreational areas. The Group may use these Oak Ridge facilities, including but not limited to the indoor and outdoor recreational areas, but solely at its own risk. All Group activities will require that the individuals participating in the activity sign a waiver of liability and release, provided by Oak Ridge, in advance of the activity. 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.

POLICIES

Logo: Group shall not use the name, trademark or logo or any other proprietary designation of Oak Ridge in any advertising or promotional material without our prior written permission.

Media: Group shall not allow media to be present at Oak Ridge without our prior written permission.

Signage: Signs and banners are not allowed in Oak Ridge's public areas without our prior written permission. Nothing may be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture.

One Oak Ridge Drive, Chaska, MN 55318 (t) 952.368.1419 (f) 952.368.1494

Food Policy: No food and/or beverage of any kind will be permitted to be brought into Oak Ridge, or any suite used as a hospitality suite, by the Group or any of Group's guests without our prior written permission.

Alcoholic Beverages: The Hotel's alcoholic beverage license requires that the Hotel shall: (i) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (ii) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated. The Hotel shall adhere to all federal and state laws regulating the sale and servicing of alcoholic beverage. No offsite alcohol is allowed in Hotel's public spaces, including patios, lobby, conference rooms and restaurant.

Deliveries to Rooms: There will be a handling charge of \$2.50 per small box, basket, bag or other item to each room.

Handling Fees: Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, group name, plus "Hold for Arrival Date of ..." There will be a handling charge as follows:

Boxes, packages or display cases: \$5.00 per

Pallets: \$50.00 per pallet

Animals: No animals or pets of any kind, except guide dogs, are allowed on Oak Ridge's premises.

Decorations: No open flame candles, glitter, confetti, balloons or sky lanterns are allowed.

Entertainment: We must approve of any entertainment to be brought into the Oak Ridge's and may restrict any proposed entertainment including without limitation entertainment that involves excessive noise, noxious odors or hazardous materials.

Non-Smoking: All guest rooms and meeting spaces are non-smoking.

Security: Oak Ridge does not provide security and any property left in meeting or function space is at Group's risk.

Use: Rooms and function space may only be used for the purposes set forth herein.

PRIVACY

Group will obtain all necessary permissions from Group attendees to allow Oak Ridge to process personally identifiable information of Group attendees including Oak Ridge's transmittal of such information beyond the point of collection.

AUTHORITY

The persons signing this Agreement each warrant that they are authorized to make agreements and to bind their principals to this Agreement.

MISCELLANEOUS PROVISIONS

This contract shall be governed by and construed in accordance with the laws of the state where Oak Ridge is located. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by authorized representative of each party. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of Oak Ridge. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its reasonable 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 or province in which the Oak Ridge is located.

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 Oak Ridge Hotel & Conference Center. 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 Center for Leadership Philanthropy's authorized representative:



Ms. Pam McAllister
Center for Leadership Philanthropy

Date: 3/28/18

By the authorized representative of Oak Ridge Hotel & Conference Center

Ms. Kelly Parkhurst
Senior Sales Manager

Date: _____

Director of Sales & Marketing
Or Revenue Manager

Date: _____

OAK RIDGE

HOTEL & CONFERENCE CENTER

One Oak Ridge Drive, Chaska, MN 55318

Phone: (952) 368-3100 Fax: (952) 368-1494

INVOICE ADVANCE DEPOSIT

Customer: Center for Leadership Philanthropy
Ms. Pam McAllister
Co-Founder & CEO

Invoice Date: 3/26/2018

Due Date: April 6, 2018

Reservation #: 0428CLP

Fax:

Date	Quantity	Description	Debits	Credits
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3/26/2018	1	Advance Deposit Arrival Date: April 27, 2018		
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Total Deposit Due: \$1,872.00

If you have any questions, please contact Accounting at (952) 368-1430. Thank you.

If you wish to pay with a credit card, we accept VISA, American Express, Master Card, and Diners. Please fill in the information below and fax back to Accounting at (952) 368-1494.

Credit Card Number: 3727 247123 [will call with last 4]
3 Digit Security Code: 0566
Cardholder's Name as it Appears on the Card: Pamela McAllister
Expiration: 9/21

Please Print Clearly

Authorized Signature: 

OAK RIDGE

HOTEL & CONFERENCE CENTER

CREDIT CARD AUTHORIZATION

Guest/Group Name: The Center for Leadership Philanthropy
Arrival & Departure Dates: 4/28/18 - 4/30/18

I irrevocably authorize my credit card to be used for the following services at the Oak Ridge, Chaska, Minnesota:

Check all that apply:

- All Group Room, Tax and Associated Charges (including rooms attrition and cancellation) — only for Jim Lord + Jacqueline Gromada
- All Banquet Food and Beverage and Associated Charges (including tax, service charges, and food and beverage attrition and cancellation)
- All Packages and associated charges (including tax, service charges, and attrition and cancellation charges)
- All Master Account and Other Charges
- Other Amount: \$ _____
- Following Charges Only: _____

Comments: + incidentals
lodging for guests other than Jim Lord and
Jacqueline Gromada is to be paid by the guest

Credit Card Type: American Express
Credit Card #: 3727 247123 [with call w/h 4]
3 Digit Security Code: 0566
Expiration Date: 9/21
Card Holder: Pamela McAllister
Print name exactly as it appears on card

Contact Information:
Contact Name: Pamela McAllister
Billing Address: 16045 25th Ave SW
City, State, Zip: Burien WA 98146
Phone #: 206-686-2243

Company Name: The Center for Leadership Philanthropy

Signature: [Signature] Today's Date: 3/28/18

I warrant and represent that I am authorized to agree that charges for this event are posted to this credit card.

If credit card is used as guarantee of payment, an authorization hold for the estimated balance will be put through 30 days prior to program. All invoices are due in accordance with contract terms. After 30 days if payment is not received, credit card will be charged.

FOR HOTEL USE ONLY: Amount Charged \$ _____ Approval Code _____
Date: _____ Deposit # _____