



HYATT REGENCY CHICAGO
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GROUP SALES AGREEMENT

Date Prepared: January 31, 2020

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Organization: WORLD SCIENCE FICTION SOCIETY

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Event Name: WORLDCON 2022

Official Event Dates: AUGUST 26 – SEPTEMBER 8, 2022

Hotel Sales Manager: SARAH A WELSCH

Title: SENIOR SALES MANAGER

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WORLD SCIENCE FICTION SOCIETY ("Group") and Hyatt Corporation as agent of KATO KAGAKU CO., Ltd d/b/a HYATT REGENCY CHICAGO ("Hotel") agree as follows:

GROUP'S FIRST OPTION DUE DATE

Hotel agrees to hold the guest rooms and meeting and event space listed in this Group Sales Agreement (the "Agreement") for the Event named above on a tentative basis until **FRIDAY, FEBRUARY 20, 2019**. If this Agreement is not fully executed by Group and returned to Hotel, together with any required deposit, credit application or other materials, by **FRIDAY, FEBRUARY 20, 2019**, Hotel may release the guest rooms and/or meeting and event space. If, prior to Group's execution and return of this Agreement together with any other required materials, Hotel receives an alternate request for the Event guest rooms and/or meeting and event space, Hotel will notify Group and Group will have forty-eight (48) hours from Hotel's notification to return this signed Agreement together with any other required materials to Hotel.

GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT

The table below sets forth the total number of guest rooms set aside by Hotel for Group’s use during the Official Event Dates (“Guest Room Block”) together with the associated daily contracted guest room revenue (“Contracted Guest Room Revenue Commitment”), and Group’s daily Guest Room Revenue Minimum (as defined herein).

Date	Day	Standard King (includes ADA Rooms)	Standard Double/Dou ble (includes ADA Rooms)	Upgraded Rooms (King and Double/Double) Include suites, high floors and view rooms	One-Bedroom State Suite	One-Bedroom Regency or Avenue Suite	Daily Contracted Guest Room Block	Daily Total of Contracted Guest Room Revenue	Daily Total of Contracted Guest Room Revenue Commitment
8/26/2022	Friday	10	0	0	0	0	10	\$1,600	\$1,280
8/27/2022	Saturday	20	0	0	0	0	20	\$3,200	\$2,560
8/28/2022	Sunday	35	0	0	0	0	35	\$5,600	\$4,480
8/29/2022	Monday	90	0	0	0	0	90	\$14,400	\$11,520
8/30/2022	Tuesday	216	0	0	2 (4 rooms)	10 (20 rooms)	240	\$36,410	\$29,128
8/31/2022	Wednesday	436	590	0	2 (4 rooms)	10 (20 rooms)	1050	\$166,010	\$132,808
9/01/2022	Thursday	436	781	434	2 (4 rooms)	10 (20 rooms)	1675	\$276,860	\$221,488
9/02/2022	Friday	436	781	559	2 (4 rooms)	10 (20 rooms)	1800	\$299,985	\$239,988
9/03/2022	Saturday	436	781	559	2 (4 rooms)	10 (20 rooms)	1800	\$299,985	\$239,988
9/04/2022	Sunday	436	781	559	2 (4 rooms)	10 (20 rooms)	1800	\$299,985	\$239,988
9/05/2022	Monday	436	290	0	2 (4 rooms)	10 (20 rooms)	750	\$118,010	\$94,408
9/06/2022	Tuesday	76	0	0	2 (4 rooms)	10 (20 rooms)	100	\$14,010	\$11,208
9/07/2022	Wednesday	40	0	0	0	0	40	\$6,400	\$5,120

Total Contracted Guest Room Block: 9,410

GUEST ROOM RATES

Hotel confirms the following Guest Room Rates:

- Single Occupancy: \$ 160
- Double Occupancy: \$ 160
- Triple Occupancy: \$ 160
- Quadruple Occupancy: \$ 160
- Upgraded Rooms (as outlined in the grid above) \$ 185
- Regency Club: \$ 235
- (2) One-Bedroom State Suite: Complimentary
- (10) One-Bedroom Suites: \$ 185

Suite Pricing: All suite prices are quoted with one bedroom, unless otherwise indicated.

The Guest Room Rates are quoted exclusive of any applicable taxes (which are currently 17.39%), applicable service fees, and/or Hotel-specific fees in effect at the time of the Event.

Rollaway beds will be furnished at a one-time charge of \$25.00 per room.

Other than the room rate itself and the applicable state or local taxes, there will be no other charge for the use of the room. Hotel will fully explain any assessments or charges for specific services upon request.

Hotel shall offer no rates lower publicized rates than the Group rates over the peak nights of Friday, September 2, 2022 – Sunday, September 4, 2022. This excludes Hotel negotiated volume accounts and/or government accounts, crew rooms, transient promotions that the hotel is required to participate in or any previously contracted group.

In addition, once the contract terms have been fulfilled (room block filled or cut-off date expiration) or if the hotel and group have mutually agreed to reduce the room block prior to cut-off, the hotel reserves the right to sell remaining inventory at rates it deems appropriate. If lower rates are offered by the Hotel that do not qualify as exceptions based on the terms above, the Hotel will remove the rates from all distribution channels.

REVIEW ROOM AND SPACE BLOCK

The Group and the Hotel agree to review the room and space commitment on or before the following dates:

- a. September 30, 2021 (or within 30 days after receipt of post convention report of current year's meeting)
- b. September 20, 2020 (or within 30 days after receipt of post convention report of current year's meeting)

On this date the parties will evaluate the room and space commitments based on research of the Group's previous usage, current pick-up to date and other relevant factors. If necessary, and subject to availability, the Hotel and the Group shall mutually agree to any adjustments to the room and space block by a maximum of ten percent (10%). All room and space commitments will be finalized on the date set forth in (b) above. The Hotel shall confirm in writing any changes to the contract which result from the review by the Group and the Hotel of the room and space commitments agreed to and outlined in the Program of Events, which attached and made part of this contract. Any adjustment to the room block may result in a proportionate adjustment in the Group's Meeting and function space block. The block set on September 30, 2021 will be the Final Group Room Block.

RELOCATION

In the event Hotel does not provide a guest room to an Event attendee with a confirmed reservation, and the Event attendee is in need of the guest room, Hotel shall use commercially reasonable efforts to: (i) relocate the displaced Event attendee to the closest comparable hotel (the "Alternate Hotel") for the nights Hotel is not able to provide the Event attendee a guest room; (ii) provide transportation to and from such Alternative Hotel for each night Hotel is not able to provide the Event attendee a guest room; and (iii) provide two (2) long distance telephone calls (not to exceed 10 minutes) for the Event attendee for each day Hotel is not able to provide the Event attendee a guest room, all in accordance with Hotel's relocation policy.

Any guest rooms relocated to an Alternate Hotel as set forth above will be credited to Group's Contracted Guest Room Revenue Commitment and complimentary guest room count, for such period as Hotel is unable to provide guest rooms to Event attendees. Relocated guest rooms will not be commissionable.

RESERVATION METHOD

Hotel recommends using a web-based reservations system to make room reservations. Reservations may be made, modified or cancelled by attendees via a URL provided by Hotel and published by Group to potential attendees (user names or passwords provided Group to access the web-based reservations system are confidential and their misuse is Group's responsibility) and the host of such URL's privacy policy shall apply. Reservations for rooms accessible to guests with disabilities may be made in the same manner. Reservations must be made on or before the Cut-Off Date specified below.

Hotel Check-in Time: 3:00 PM

Hotel Check-out Time: 12:00 PM

The Hotel will extend late checkout privileges to Chicago Worldcon members on Monday, September 5, 2022 to 3:00 PM and on all other days 2:00 PM upon request, to maximum extent compatible with the need to prepare guest rooms for anticipated arrivals on the following day. The requests will be taken on a first come, first serve basis, pending availability as determined by the Hotel.

One nights room and tax will be charged if the guest cancels after 3pm 72 hours prior to arrival date.

Individuals will also be able to make, modify or cancel reservations by calling either 888-421-1442 toll free and referring to Group, Event name or Event code. Reservations must be made on or before the Cut-Off Date specified above.

CUT-OFF DATE

The "Cut-Off Date" is TUESDAY, AUGUST 2, 2022. After the Cut-Off Date, all rooms within Group’s contracted Guest Room Block that have not been reserved will be returned to Hotel’s general inventory. Reservation requests for rooms within the Guest Room Block received after the Cut-Off Date will be based on availability at Hotel’s prevailing rates and will be credited to achieving Group’s Contracted Guest Room Revenue Commitment. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Hotel’s inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

NON-COMMISSIONABLE

The Guest Room Rates set forth above are confirmed on a net, non-commissionable basis.

CONTRACTED GUEST ROOM REVENUE COMMITMENT

By entering into this Agreement, it is understood that Hotel is relying on, and Group is agreeing to provide, the Daily Contracted Guest Room Revenue and Group is responsible to achieve the Daily Guest Room Revenue Minimum, during each date of the Event, as set forth in the Guest Room Block (plus any applicable taxes, service charges and other fees). Hotel agrees to allow Group to reduce its Daily Contracted Guest Room Revenue by 20% percent per day (referred to as the "Daily Guest Room Revenue Minimum"). Should Group's actualized guest room revenue fall below the Daily Guest Room Revenue Minimum, Group shall pay as liquidated damages the difference between the Daily Guest Room Revenue Minimum and the daily actualized guest room revenue, plus any applicable taxes and service charges, as calculated on a daily basis ("Attrition Charges"). However, on any date Group does not meet its Daily Guest Room Revenue Minimum and Hotel achieves one hundred percent 100% occupancy for that date, the Daily Guest Room Revenue Minimum will be considered fulfilled for that date and no Attrition Charges will be due for that date. Overachievement of the Daily Contracted Guest Room Revenue or the Daily Guest Room Revenue Minimum for any date during the Event may not be applied to any other date during the Event. Attrition Charges owed to the Hotel under this Section, if any, will be posted to Group's Master Account together with any applicable taxes and service charges.

Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of its Guest Room Block or fulfilling the Daily Contracted Guest Room Revenue Minimum.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet the Daily Contracted Guest Room Revenue Commitment set forth in this Section. Therefore, Group and Hotel agree that: (a) the damages suffered by Hotel in the event that the Contracted Guest Room Revenue Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group’s obligations under this Section shall survive completion of this Agreement.

COMPLIMENTARY ROOMS

The Hotel agrees to provide the Group with one (1) complimentary unit for every fifty (50) revenue producing guest rooms occupied by the Group on a cumulative basis (excluding taxes and any rebates and/or subsidies). This shall be computed by adding together the total paid room usage per night of consecutive night stays over the official event dates and dividing by fifty (50). These credits for rooms may be applied as follows:

Room Type	Units Applied
ROH (Run of House):	1 Units
Deluxe Room:	2 Units
Regency Club Room:	3 Units
Avenue Suite:	6 Units
Regency Suite West:	8 Units
Regency Suite East:	8 Units
State Suite:	10 Units
Park Suite:	12 Units
Astor Suite East:	14 Units
Plaza Suite:	12 Units
Presidential Suite:	18 Units
Monarch Suite:	18 Units

Complimentary units may not be used as credit. Complimentary units not used have no value.

MEETING AND EVENT SPACE COMMITMENT

Group's program of events must be signed and initialed by Group and returned to Hotel with this signed Agreement (the "Program of Events"). Hotel will hold the meeting and event space as set forth on the signed and initialed Program of Events, which shall be attached to and made a part of this Agreement. This is considered to be a firm commitment by Group and any increase or decrease to that commitment or Group's Food and Beverage Revenue Commitment (as defined below) may result in a modification of Group's Meeting and Event Space Rental Fee (as defined below), if any, by Hotel. All meeting and event space is assigned by Hotel according to the number of persons guaranteed to attend the Event. Hotel may reassign the meeting or event space listed on the Program of Events at Hotel's sole discretion. Failure to submit a finalized Program of Events to Hotel by **JULY 31, 2022** may result in a release or reassignment by Hotel of the meeting or event space being held for Group. Group agrees to promptly notify Hotel of any changes in its meeting or event space requirements.

The Hotel shall provide stanchions, velvet ropes/cords, and/or other devices for use in controlling the flow of people. The Hotel will provide all normal on-premises equipment (including, though not limited to, corkboards, blackboards, easels, normal room lighting equipment and fixtures, staging, tables and coverings, chalk, erasers, wastebaskets) to Chicago Worldcon on request up to the maximum amount of such equipment as is in Hotel's inventory. There will be no charge for this equipment. A list of equipment will be provided by Chicago Worldcon to the hotel by **JULY 31, 2022**.

Chicago Worldcon shall provide the Hotel with a schedule for cleaning and setups for each of the function rooms. This information will be given no later than fifteen (15) days prior to the Convention, nor shall it be required earlier than thirty (30) days prior to the Convention. Controlled access rooms will be cleaning only at times to be specified, and in the presence of a responsible representative of Chicago Worldcon. The Hotel shall provide a work force sufficient to implement such function room set up and breakdown as required by the program schedule.

Ice water and glasses will be placed in any function room specified by Chicago WorldCon at no extra charge. The pitchers will be refreshed as needed. Trash containers shall be provided and located in function rooms at no charge. They will be maintained as necessary when the rooms are in use. Water will be provided in the Exhibit Hall.

Meeting room rental for this program is complimentary based on the group actualizing 80% of the guest room block. Should Group's pick up fall below this amount then the rental for this program will be \$10,000 total. (All fees for meeting and function space are subject to applicable taxes.)

OPERATIONAL ITEMS

A member of the hotel staff will be available to Chicago Worldcon as a staff liaison at all hours during the Convention. From the hour of 6:00 PM until he or she goes off duty, the staff liaison may be the Night Manager. At all other hours, a member of the Hotel Event Planning Department will be the staff liaison. They shall remain on the premises of the Hotel and be immediately available to Chicago Worldcon representatives during their periods of liaison.

On or before July 1, 2022, the Hotel shall provide to Chicago WorldCon a complete table or organization of its management and supervisory staff, including both the name of the position and the person occupying said position. A similar list shall be provided, showing any staff changes therein on or before August 22, 2022.

The Hotel will provide Chicago Worldcon with the telephone extensions number for each appropriate department and department head and hours of operation.

Chicago Worldcon will provide the Hotel with the telephone extension number for Chicago Worldcon Hotel Liaison staff members and hours of operation. The Hotel shall provide access to an engineer or electrician or electronic technician on a 2-hour basis for the run of the Convention. When this person is not on duty, the facility manager on duty shall be responsible for coordination.

A pre-convention meeting schedule between the Hotel and Chicago Worldcon will be discussed at least ninety (90) days prior to the convention, and times scheduled.

LABOR

Chicago Worldcon acknowledges that it must abide by the local regulations and jurisdictions prevailing in the Chicago area. Freeman Decorating/Encore or in-house Decorating/AV Company will provide all labor, decorating, drayage services, electrical, air, water, drain, cleaning, janitorial services, audio visual equipment, internet and telephones in the Exhibit Hall area and any other areas that the group would request. These services will be at the prevailing rates. Group must abide by union rules and regulations and fees may apply.

EXHIBITOR

The current Exhibit Hall rental fee is \$165.00 per booth per day for a total of three days (“Exhibit Hall Rental Commitment”), the set up date (as outlined below) will be complimentary. Exhibit Hall Rental fee is subject to prevailing state and local taxes. Failure to meet the number of exhibit booths set forth herein may result in an increase to the Exhibit Hall Rental fee.

No later than sixty (60) days prior to the first day of the Event, Group shall provide to Hotel a fully completed data sheet that includes a summary of its requirements for the Exhibit Hall that shall include the number of exhibits, the floor load and square footage requirements for each booth and total square footage of all booths in the Exhibit Hall.

Exhibit rental includes:

1. existing lighting
2. standard heating and/or air conditioning.

Exhibit Rental does not include:

1. drayage
2. decoration
3. labor
4. guard/security service
5. cleaning or janitorial services (One-time fee of \$2,500)
6. electrical power or set-up (beyond normal use, as determined by Hotel)
7. gas (beyond normal use, as determined by Hotel)
8. water (beyond normal use, as determined by Hotel)
9. pre or post storage
10. receiving
11. set up and dismantle days

Hotel will provide cleaning in the public areas of Riverside Center at a rate of \$2,500 one-time fee. Aisle cleaning will be complimentary. Exhibitors are responsible for cleaning their own booths.

Set-up Dates: Wednesday, August 31, 2022 from 6:00 AM – 24 hour hold

Show Dates: Thursday, September 1, 2022 at 6:00 AM – Sunday, September 4, 2022 – 24 hour hold

Dismantle: Monday, September 5, 2022 from 6:00 AM - 5:00 PM

FLOOR PLANS: Floor Plans must be approved by the Chicago Fire Prevention Bureau. Copies must be sent to the Chicago Fire Prevention Bureau before **JULY 31, 2022** to insure final printing, and shall be submitted prior to the sale of exhibit booths to prospective exhibitors.

LIABILITY: Group is responsible for submitting an executed release of liability in a form approved by the Hotel from each Exhibitor or its third party representative in charge of providing installation and dismantling services prior to set-up. If Group fails to deliver the release, Exhibitors will be prohibited from utilizing the Exhibition Hall premises. The release must include the following language: "To the fullest extent legally permissible, Exhibitor agrees: (i) it shall be fully responsible to pay for any and all damage to property owned by Hotel, Hyatt Corporation or their affiliates or any of their respective owners or managers that results from any act or omission of Exhibitor; (ii) to defend, indemnify and hold harmless, Hotel and Hyatt and their respective owners, managers, officers or directors, agents, employees, subsidiaries and affiliates, from any damages or charges resulting from Exhibitor's use of the property; and (iii) its liability shall include all losses, costs, damages, or expenses arising from, out of, or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees.

DRAYAGE & DECORATION

Complete details of these services can be obtained by contacting the Exhibit Hall manager at (312) 565-1234 ext. 6988. All decorators and drayage services will be provided by our exclusive service contractor.

ART SHOW

The events at Chicago Worldcon will include an exhibition of science fiction and fantasy artwork. The parties agree that the Air Show is not an "exhibit" and is not governed by the preceding Exhibitor Clauses of this Agreement. Chicago Worldcon will furnish and set up display panels for the Art Show.

FREIGHT ELEVATORS

The Hotel understands that Chicago Worldcon will not be restricted in making use of the freight elevators and the loading docks. Such use will be coordinated with the Event Planning Manager of the Hotel and is subject to availability as determined by Hotel.

FOOD AND BEVERAGE REVENUE COMMITMENT

By entering into this Agreement, Group agrees to provide a minimum of \$20,000 in meeting and event food and beverage revenue (the "Food and Beverage Revenue Commitment"). The Food and Beverage Revenue Commitment excludes services charges, taxes, audio visual, parking or other associated expenses applicable at the time of the Event.

Should Group's actual meeting and event food and beverage revenue fall below the Food and Beverage Revenue Commitment, Group shall pay as liquidated damages the difference between the Food and Beverage Revenue Commitment (after deducting any permissible reduction) and the actualized meeting and event food and beverage revenue, plus any applicable taxes and service charges (also referred to as "Attrition Charges"). Attrition Charges owed to Hotel under this Section, if any, will be posted as a charge on Group's Master Account together with applicable taxes and service charges.

In order for the Hotel to prepare appropriately for food and beverage events, Group agrees to provide menu choices and number of attendees at least fourteen (14) days prior to the first day of the Event. A surcharge of up to five percent (5%) will be assessed for menu changes that are received less than fourteen (14) days prior to the first day of the Event.

Hotel and Group intend to liquidate the damages suffered by Hotel in the event that Group fails to meet its Food and Beverage Revenue Commitment set forth in this Section. Therefore, Hotel and Group agree that: (a) the damages suffered by Hotel in the event that the Food and Beverage Commitment is not met are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Attrition Charges do not constitute a penalty.

Group's obligations under this Section shall survive completion of this Agreement.

All banquet food and beverage arrangements must be made through Hotel. Only food and beverage purchased from Hotel may be served on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the age limit mandated by applicable law are present at the Event and attempt to receive service of alcoholic beverages. Hotel reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

CORKAGE FEES

The Hotel understands the Group may bring in outside Food and Beverage. Should the Group decide to bring in outside product the following corkage fees will apply:

- **ConSuite and Green Room Corkage** - \$10,000 total one-time fee (tax and service charge will apply)
- **20 lb Ice Bags** - \$7.50 per bag
- **Hospitality Suite Corkage** – World Science Fiction will pay a flat fee of \$20,325 total inclusive of tax and service charge for the Hospitality Suites Parties. This corkage fee will include the following:
 - **Hot Food Corkage** –
 - \$100 additional fee per party – if the Hotel finds hot food items that were not arrange through the Hotel hospitality there will be an additional \$100 fee per night.
 - This fee will include removal of the food.
 - Applicable taxes are included

- For any group that would like to order hot food they will be assigned to an Affiliate Manager. The manager will work directly with the party host to set up hot food options and pricing.
- Corkage charges are not considered Food and Beverage Revenue and are not subject to additional service charge.
- The Group understand that electrical cooking equipment is prohibited on guest rooms floors and is subject to a penalty of \$250 per device.
- **Discounted Pantry** – In addition the hotel is willing to come up with creative solutions to provide Food and Beverage options for your attendees. One idea is to create a low cost market for attendees and hospitality suite contacts to purchase F&B on property.
- **Hospitality Suite Corkage for Larger Functions and Group Parties** – World Science Fiction will work with the Hotel as a Liaison for the Hospitality Suites for Larger Functions and Group Parties where the above corkage will not apply. The group will provide the hotel a main contact for each party. The hotel will then work directly with each contact to determine F&B menus and pricing. Note for these parties' corkage will not apply and F&B will be ordered through the Hotel.

SERVICE CHARGES–FOOD AND BEVERAGE

A twenty-four percent (24%) service charge and applicable taxes shall be added to all food and beverage. Service charge is subject to change. Service charges may be subject to sales or other taxes in effect at the time of the Event. Group and its attendees may provide an additional tip to Hotel's staff. All service charges will be posted to Group's Master Account.

AUDIO VISUAL

A complete line of audio-visual equipment and services are available through Encore Event Technologies ("Encore"), the Hotel's on-site audiovisual provider. All electrical power, ceiling rigging, Internet access, equipment and labor per union jurisdiction are managed by and must be arranged through Encore in the Hotels' behalf.

Usage of a third party vendor must follow all prevailing union jurisdictions at the Hotel and conform to the Hotel's entrance and exit policies, locations and security practices. Client is to direct the third party vendor to understand and communicate additional charges to client. Client understands that any dispute with these charges is with their third party and not the Hotel.

Electricity/power usage will be billed per room, on time fee. Utilization of rigging points in ballrooms and hotel atrium are charged on a per day basis. Encore Event Technologies is the exclusive provider of all rigging services including labor, equipment, truss, and chain hoists. Internet is based on a per line, per device, per day charge. No outside contractors or clients are permitted to patch any audio into the house audio system. All audio equipment to be patched into the house sound system, and applicable labor must be ordered solely through Encore. Additional charges will also apply for services needed with equipment not provided by Encore Event Technologies including labor.

The hotel understands that the Group may desire to utilize the services of a production company of its choice for its program, however, any equipment or labor that is not secured through the hotel's audio visual department must be approved in advance by the hotel prior to finalization of the involvement of an outside company; however, no equipment or labor may be provided by an outside company for breakout sessions.

SPECIAL CONSIDERATIONS

In the event that Group actualizes a minimum of eighty percent (80%) of its Contracted Guest Room Revenue Commitment, Hotel, as a special consideration to Group, will provide:

If Group fails to meet the minimum of eighty percent (80%) of its Total Guest Room Revenue Commitment, all concessions are subject to re-negotiation.

- Complimentary Basic Guestroom Internet
- One (1) Complimentary guestroom night per Fifty (50) revenue-producing guestroom nights (1:50 Comp Policy)
- Two (2) complimentary one-bedroom Specialty Suites with VIP amenity from Market Chicago selection (as outlined in room block on page 2)
- Ten (10) one-bedroom Regency or Avenue Suites at the group rate (as outlined in room block on page 2)
- Ten (10) complimentary VIP amenities from Market Chicago selection (as outlined in room block on page 2)

- Ten (10) complimentary parking passes (Wednesday-Tuesday) (as outlined in room block on page 2)
- 50% discount off 2022 prevailing parking rates
- Quarterly Pre-Planning Meetings at Hotel. Guest rooms not to exceed 70 room nights per meeting. Discounted rates will range from \$99 - \$160. Complimentary meeting space will be offered after the successful win of the Chicago Bid. Guest room rates, availability and meeting space is based on availability as determined by hotel.
- Convention rates honored 3 days pre/post event dates based on availability.
- Ten (10) complimentary safe deposit boxes
- Complimentary Fitness Center use for all attendees
- No resort fee
- **Audio Visual Discounts:**
- 20% discount off in-house AV providers 2022 published pricing for all audio-visual equipment owned by in-house AV provider in stock and available at Hyatt Regency Chicago.
- 20% discount off 2022 electrical rates
- Twenty (20) complimentary podium microphones
- The aforementioned discount is valid only if in-house AV company is utilized as the main Audio Visual provider for the group. The aforementioned discount does not apply to Labor, Sub-Rental items, Service Charge, and Tax.

Special considerations must be assigned as outlined, otherwise they have no value and if not utilized, have no monetary value and cannot be applied as credit to master account.

BILLING ARRANGEMENTS

Individuals shall be responsible for their own guest room, tax, incidental charges and any other charges not authorized by Group to be billed to the Master Account. All charges incurred are to be paid upon checkout. The Master Account is limited to charges for the Meeting and Event Space Rental Fee, food and beverage events and other services requested by Group.

Credit procedures will be provided to Group by Hotel upon the request for a credit application.

If Group wishes to set up direct billing for the Master Account, a credit application must be completed and returned to Hotel for approval together with this signed Agreement. In the event credit is approved: (i) all charges (up to the authorized credit amount) shall be due and payable to Hotel no later than thirty (30) days after Group's receipt of the Master Account invoice; and (ii) Hotel reserves the right to rescind its approval if there is a material change in Group's creditworthiness or material increase in anticipated charges.

In the event that credit is not requested, not approved or subsequently rescinded, payment of Group's total estimated Master Account will be due to Hotel prior to Group's arrival in accordance with the deposit schedule below. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due.

DEPOSITS

A one-time non-refundable deposit in the amount of \$20,000 will be due from Group by **AUGUST 31, 2021**. All deposits will be credited towards any Attrition Charges (defined above) or Cancellation Charges (defined below) due to Hotel. Payment may be made by check, credit card, wire transfer or ACH. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or ACH.

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. In the event Group cancels without cause, Group shall pay Hotel liquidated damages in an amount calculated according to the table below (the "Cancellation Charges"), plus applicable taxes. Applicable Services Charges will be added to the Cancellation Charges when cancellation occurs sixty (60) days or less prior to the first date of the Event.

From August 27, 2021 through the first day of the Event	\$1,240,364 (80% of the aggregate Contracted Guest Room Revenue Commitment, 40% of Food and Beverage Revenue Commitment)
From August 27, 2021 through August 26, 2021	\$1,084,319 (70% of the aggregate Contracted Guest Room Revenue Commitment, 30% of Food and Beverage Revenue Commitment)
Contract signing through August 26, 2020	\$775,228 (50% of the aggregate Contracted Guest Room Revenue Commitment, 25% of Food and Beverage Revenue Commitment)

Payment of the Cancellation Charges shall be made by Group to Hotel at the time this Agreement is canceled by written notice. Hotel and Group agree that: (a) the damages suffered by Hotel in the event that Group cancels without cause are difficult to calculate; (b) the above formula is a reasonable estimate of such damages; and (c) the Cancellation Charges do not constitute a penalty.

In the event Hotel cancels this Agreement without cause, Hotel shall pay Group any direct damages suffered as a result of the cancellation, which damages shall not exceed the amount calculated according to above scale.

The parties' obligations under this Section shall survive termination of this Agreement.

RIGHTS OF TERMINATION FOR CAUSE

This Agreement may be terminated by either party without liability upon written notice under the following circumstances:

- (i) if a party's performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency of a comparable nature beyond the party's control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence; or
- (ii) if either party makes a voluntary or involuntary assignment for the benefit of creditors or enters into bankruptcy proceedings prior to the date of the Event. In such event, the party who is not making an assignment or entering into bankruptcy proceedings shall have the right to terminate this Agreement upon written notice to the other party; or
- (iii) if at the time of the Event, the hotel will no longer be operated under a Hyatt brand. In such event, Hotel shall notify Group in writing of such change, and Group shall have the right to terminate this Agreement without liability upon written notice to Hotel within thirty (30) days of the date of Hotel's notice of change of brand.

In the event of termination by either party under this Section, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination.

Except as otherwise specifically provided in this Agreement, neither party shall have the right to terminate this Agreement for any other cause.

ANIMAL POLICY

Regardless of the policy of the Facility towards allowing guests to have animals in their rooms, the Facility shall accept service animals accompanying blind, visually handicapped, or other disabled guests. No other animals may be brought onto the premises.

CONTROLLED ACCESS ROOMS

In a list to be provided to the Hotel by July 30, 2022, some rooms may be designated by Chicago Worldcon as Controlled Access rooms. Access to these specific rooms will be limited to authorized Chicago Worldcon staff and appropriate management personnel of Hotel only. All keys not given to Chicago Worldcon shall be kept secure by the Hotel and used only in case of an emergency or direct authorization of Chicago Worldcon representatives physically present.

All controlled access function rooms shall be kept locked while not in use by the Convention. Chicago Worldcon shall have access to all function rooms on a 24-hour a day basis. Arrangements will be made whereby Chicago Worldcon shall receive as

least two sets of keys to all function rooms. Chicago Worldcon may request that a room be specially rekeyed; there will be a charge of \$100.00 per room for specialty keyed rooms. Once these areas are secured for the evening, no members of the Hotel staff, including Hotel security, shall be permitted to enter these rooms, unless required due to fire or similar hazard. If there are any problems at all requiring the presence of a member of the Hotel staff, the Hotel will call a Chicago Worldcon representative as outlined in the Convention setup letter. A representative of Chicago Worldcon must accompany any Hotel person seeking access to these locked areas.

POSTING OF SIGNS

The Facility does hereby consent to the reasonable posting of signs by Chicago Worldcon on the function room levels of the Hotel, as long as the signs are professional in appearance and posted in accordance with applicable Hotel policy. Such signs will be maintained by the convention or its signs and shall not be moved, altered or removed by the Hotel personnel except by request of the convention. Signs may not be affixed to walls or other surfaces of the building using any mechanical aides, including but not limited to tape, nails, or screws, which would damage said walls or other surfaces. Should the Hotel find any signs affixed to the walls in such manner a \$250 fee will be applied for each sign. This fee will be posted to the Master Account. Signs may be posted in designated area of the guest room floors. These areas will be approved by Hotel Management.

COMPLAINTS AND DISTURBANCES

The Hotel will notify Chicago Worldcon of any complaints and/or disturbances of any kind, whether by the Hotel, a registered guest, or from any other source, involving a member or possible member of the Convention and allow Chicago Worldcon sufficient time to investigate and take action before the Hotel may take further action and then after consultation with Chicago WorldCon. Hotel shall will be allowed to accompany Chicago Worldcon on investigations. Chicago Worldcon agrees to provide the Hotel 24 Hour Access to it is representatives designed to handle such matters. This does not apply when there is a reasonable cause to believe the disturbance poses a real or immediate threat of danger to an individual or damage to property. In such a case, Chicago Worldcon shall be notified as soon as possible and should be cognizant of whatever action is being and will be taken. Please note that noise disturbances do not constitute a real or immediate threat of danger to individuals or damage to property. Hotel agrees to work with Group and block off quiet and non-quiet guest room floors during the conference dates. Member of the Convention may congregate in the passageways, corridors and hall of the Hotel as long as they are not in violation of fire regulations or actually blocking traffic.

SPECIAL HANDLING OF NOISE COMPLAINTS AND UNUSUAL CLOTHING

The Hotel recognized that member of the Convention may congregate in sleeping rooms and in adjacent corridors, for room parties, and that such parties may continue throughout the night hours. In consideration of the number of rooms occupied in the Hotel block, and except on floors blocked for exclusive use by non-convention members, the Hotel and it is security staff shall not close down or attempt to disperse any room parties or congregation of Convention members until after consulting with Chicago Worldcon, as discuss in the previous section. The traditional discussion parties at this type of Convention tend to run right on through until breakfast. While a certain amount of extra noise is inherent, it is unlikely that there will be cause for serious complaints.

At conventions such as this, attendees frequently wear costumes and other unusual modes of dress. If this becomes a disturbance, Chicago Worldcon will be contacted before the hotel takes any action. If some garb is believed by Hotel to cause some clear and present danger the problem will be handled in consultation with Chicago Worldcon.

HOUSEKEEPING HOURS

The Hotel shall ensure sufficient housekeeping staff to provide full service to all attendees. The Hotel is aware that the Convention members generally keep late hours and the hotel housekeeping staff may have difficulty in gaining access to guest rooms in the early morning hours, defined as prior to 10:00 AM for purpose of this paragraph. The staff will be instructed to observe Do Not Disturb signed especially during these hours.

ADDITIONAL TERMS

Copies of this agreement, including additional supplements and change, if any, shall be issued to and read by each hotel division manager, shift manager and all other hotel manager within two weeks prior to the convention. In the event of personnel changes, the new division manager or shift supervisor shall be given a copy immediately.

Any controversy or claim arising out of or relating to this contract, or breach thereof, that is within the jurisdiction of the appropriate Small Claims Court shall be handled by that court.

Function space usage by Group also includes non-exclusive use of the hotel's lobby.

The Hotel shall provide, at no charge to the convention (except for long distance calls), four phone lines for the conventions credit card machine (which typically only dials a toll-free 800 number) and an outside line for local calls at no cost for the convention office. Hotel will block long distance calls from rooms as indicated by the conventions Hotel Liaison. The convention will not be held responsible for any called place from the Hospitality Suite or function rooms here call blocking arrangements have been made by the conventions hotel liaison.

The hotel agrees that any in-house music and/or paging system may be turned on or off in any function space at the committees sole discretion and at no charge to the convention.

Prices in the hotel restaurants and bars shall not be increased during the run of the convention. A copy of the current menus for the hotel restraint will be provided by August 1, 2022 and as requested by the convention. Should a banquets cash bar be required at any time during the convention price will be no greater than the banquet prices as provide to the convention by August 1, 2022.

All brunches and salad bars served in the hotel restaurant will be open to convention members, and hotel agrees to relax the dress code, if any, to level acceptable to convention and hotel.

Any and all soft drink machines shall be checked and refilled at least once daily. The price of soft drinks shall not be raised for the run of the convention and within two weeks prior to the start of the convention.

The Hotel agrees to keep all ice machines property filled and maintained for the official dates of the convention at the hotels expense, to the best of the hotels ability.

The hotel and authorized committee members shall make a pre-convention walk through of the hotel including all function space, hospitality suites, convention office, etc. to determine the condition of same immediately prior to commencement of the convention; this is to determine the extent and area of pre-existing damage if any.

Within 24 hours after the close of the convention or before the takeover of function rooms and Hospitality Suites by other groups whichever is sooner, the hotel and authorized committee members shall make a post-convention walk through of the areas covered by the item above. The hotel shall, within seven (7) day of the close fo the convention and before the Master Account settlement, prove an itemized list of damages for which the convention will be charge, if any. This list shall be inspected an initialed by any of the committee walk through participants and shall contain estimated charges for repair if any.

All passenger elevators shall be operational, accessible to convention members and maintained 24 hours a day during the run of the convention, barring a mechanical breakdown. Should a breakdown occur, the hotel shall attempt to effect repairs as soon as possible. In the event of an elevator breakdown, Hotel staff will provide morning and afternoon updates on the status of expected repair times.

In the evenings, during designated hospitality hours, the Hotel will dedicate one elevator for express travel to hospitality floors. Theo Group will be responsible for staffing an attendant at the base of the elevator, and controlling flow to the hospitality floors. Additionally, the Hotel will not inhibit the elevators from stopping on and answering call on any floor on which convention activities are occurring within prior approval from Chicago Worldcon.

To avoid any possible problems between members and non-members, and to the degree possible, the Hotel shall book non-members in the areas furthest from the conventions non-quiet areas and sleeping rooms.

The convention shall not be responsible for the cost of maintenance or non-damage repair before, during or after the convention.

INDEMNIFICATION AND HOLD HARMLESS

Hotel agrees to defend, indemnify and hold Group harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Hotel pursuant to the performance of its obligations under this Agreement except to

the extent such actions or liabilities are due to the misconduct or negligence of Group or its employees, attendees, agents or contractors; or (ii) any breach by Hotel of its obligations under the Sections of this Agreement titled "Compliance with Laws" or "Privacy of Personal Information."

Group agrees to defend, indemnify, and hold Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates and each of their respective shareholders, members, directors, officers, managers, employees and representatives harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys' fees, arising out of or resulting from: (i) any negligent act undertaken or committed by Group, its employees, invitees, attendees or any contractors hired or engaged by Group in connection with the performance of Group's obligations under this Agreement, except to the extent such actions or liabilities are due to the misconduct or negligence of Hotel; or (ii) any breach by Group of its obligations under the Sections of this Agreement titled "Compliance with Laws," "Privacy of Personal Information" or "Permits and Licenses."

The parties' obligations under this Section shall survive completion or earlier termination of this Agreement.

INSURANCE

Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled "Indemnification and Hold Harmless," and each shall provide evidence of such insurance upon request.

CONTRACTORS

For any activity introduced onto Hotel's premises by an outside provider engaged by Group, Group will ensure that such providers comply with the terms of this Agreement and with any requirements for such providers as provided to Group by Hotel. Group will be fully responsible for such providers' actions or inactions and agrees to remove from Hotel's premises any outside provider that Hotel deems objectionable or whose activities cause reasonable concern. Upon request, Group will provide a certificate of insurance from such outside providers covering their actions and naming Hotel, the entity that owns the hotel, the entity that manages the hotel and their affiliates as additional insureds with regard to their activities.

AMERICANS WITH DISABILITIES ACT

Hotel acknowledges its obligation to comply with the public accommodations requirements of the Americans with Disabilities Act or similar local laws regarding access and public accommodation ("Public Access Laws") except those of Group including Group's obligation to (i) remove "readily achievable" physical barriers within the meeting rooms utilized by Group that Group created (e.g., set-up of exhibits in an accessible manner) and that are not controlled or mandated by Hotel; (ii) provide auxiliary aids and services where necessary to ensure effective communication of the Event to disabled participants (e.g., Braille or enlarged print handouts, interpreter or simultaneous videotext display); and (iii) modify Group's policies, practices and procedures applicable to attendees as required to enable disabled individuals to participate equally in the Event. Group shall identify in advance any special needs of disabled Event attendees requiring accommodation by Hotel and will notify Hotel of such needs for accommodation in writing as soon as they are identified to Group. Whenever possible, Group shall copy Hotel on correspondence with attendees who indicate special needs requiring accommodation under such Public Access Laws. Hotel shall notify Group of requests for accommodation that it may receive otherwise than through Group to facilitate identification by Group of its own accommodation obligations or needs as required by such Public Access Laws. Any extraordinary costs for special auxiliary aids requested by Group shall be borne by Group.

COMPLIANCE WITH LAWS

Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

CHANGES; NOTICE

Any changes to this Agreement must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given by: (i) certified or registered mail, return receipt requested; (ii) commercial courier for overnight delivery, with a signature signifying receipt; (iii) facsimile evidenced by a machine-generated receipt; or (iv) email, provided that for notices given by facsimile or email, a confirmation copy must also be sent that same day by commercial courier for overnight delivery as provided herein. All notices shall be deemed delivered upon receipt.

DAMAGE TO HOTEL PREMISES

Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted.

Group's obligations under this Section shall survive completion or earlier termination of this Agreement.

LIMITATION OF LIABILITY

Except for damages covered by the indemnifying party's indemnification obligations as set forth in the Section titled "Indemnification and Hold Harmless," neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits. Under no circumstances shall this limitation of liability limit or waive Group's obligations to pay liquidated damages, including without limitation, Attrition Charges or Cancellation Charges that may be owed.

This Section shall survive completion or earlier termination of this Agreement.

PRIVACY OF PERSONAL INFORMATION

Hotel complies with the Global Privacy Policy for Guests, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests or event attendees at Hotel ("Guests") where they may access the Privacy Policy. To the extent that Group transfer information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests and event attendees as is necessary pursuant to the Guests' hotel stay, event attendance or under this Agreement. Hotel will protect and use personal data about Guests and event attendees that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g. Passkey) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) different than those in this Agreement.

PERMITS, LICENSES AND APPROVALS

Group shall, at its sole cost and expense, obtain all licenses, permits and approvals that are: (i) required for the Event; or (ii) required and/or necessary for Group to perform its obligations under this Agreement. Such licenses or permits include, but are not limited to licenses and permits: (a) from any applicable governing body; and (b) for the use of a third party's intellectual property, including but not limited to any music, videos, performances, and/or images.

GOVERNING LAW; JURISDICTION

This Agreement shall be governed by and construed under the laws of the State or Province in which Hotel's premises are located (excluding its conflicts of law rules). Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the State or Province in which Hotel's premises are located for trial and determination without a jury.

WAIVER OF JURY TRIAL

TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.

ATTORNEYS FEES

In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses incurred by the prevailing party. In addition, the party against whom collection is sought by non-judicial means shall be responsible for all reasonable costs (including reasonable attorneys' fees) incurred by the party that is successful in seeking collection of monies due pursuant to this Agreement.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

COUNTERPARTS/ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, each of which shall be deemed an original and all of which shall constitute the same instrument. Further, if a signed Agreement is provided to Hotel as a photocopy, fax, PDF or other format through a Hotel-approved electronic software system, then such Agreement shall be treated and shall have the same binding effect as an original and shall be acceptable to Hotel to hold the Guest Room Block and/or meeting space as set forth herein.

ENTIRE AGREEMENT

This Agreement, along with the attached Program of Events, contains all of the terms agreed to by the parties. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. Should there be any conflict between this Agreement and any addenda, exhibits, or attachments, the language of this Agreement shall control.

When signed by each party's authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel's
Authorized Representative

By Group's
Authorized Representative

By: _____

By: _____

Name: SARAH A WELSCH

Name: DAVE MCCARTY

Title: Group Sales Manager

Title: 2022 CHAIRMAN

Date: _____

Date: _____