

Thursday, February 09, 2017

**Joe Ellen Kaiser**  
**The Media Consortium**  
**222 Sutter St. Ste 600**  
**San Francisco CA 94108**

Dear Joe Ellen Kaiser:

Thank you for choosing **The Embassy Row Hotel** (the "Hotel") to host the The Media Consortium- Overflow room block

The event will be hosted in accordance with the attached agreement which explains our cancellation policy, you and the Hotel's responsibilities and liabilities, and other terms related to hosting your meeting at the Hotel. If you have any questions or concerns regarding the terms of the meeting agreement, please call me and I will be glad to review them with you.

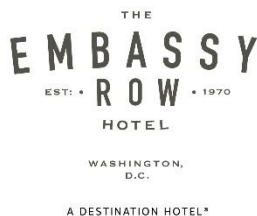
Please note that this agreement does not guarantee a hold or rate of the proposed dates, and cost for your event and will not be considered confirmed/definite until an event agreement has been fully executed and approved by the Director of Sales & Marketing for The Embassy Row Hotel. We will place a tentative hold on the space and room until **Thursday, February 23, 2017**; after which we will release any tentatively held inventory back to general inventory at retail rates unless we begin to see compression in the market at which time we reserve the right to exercise our first right option for a decision within 24 hours from the date of request for your decision.

If all of the terms of this engagement letter and the attached Event Agreement are acceptable to you, please execute this letter as indicated below this page and return a copy to me.

We look forward to working with you and thank you again for selecting The Embassy Row Hotel.

Regards,

*Timothy Kline*  
Timothy Kline



**CONTRACT**

Thursday, February 09, 2017

**GROUP INFO**

NAME: The Media Consortium  
 CONTACT: Joe Ellen Kaiser  
 TITLE: Executive Director  
 ADDRESS: 222 Sutter St. Ste 600  
 San Francisco CA 94108

**HOTEL INFO**

Embassy Row Hotel  
 CONTACT: Timothy Kline  
 TITLE: Director of Sales  
 ADDRESS: 2015 Massachusetts Avenue

E-MAIL: joellen@themediaconsortium.org  
 PHONE: 415-870-3862  
 FAX:

Washington, DC 20036  
 EMAIL: tkline@destinationhotels.com  
 PHONE: 202-265-4141  
 FAX: 202-234-2778

Pursuant to this contract, once accepted, The Media Consortium will hold a room block at Embassy Row Hotel ("Hotel").

**GUEST ROOM BLOCK**

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

Date	Superior Guestrooms
Wednesday, March 1, 2017	15
Thursday, March 2, 2017	15
Friday, March 3, 2017	15

Total Room Nights: 45

**RATE: \$175.00** + applicable taxes. The rate listed applies to single and double occupancy in a King/Queen Room; triple and quad rates are available including a **\$25** increase to rate quoted.

**PARKING:** In addition, a parking fee of **\$45.00** + per night, per vehicle for guest using the parking garage. Group is solely responsible for informing attendees of Hotel Fee and Gratuities, and that they are separate from and in addition to room rate and taxes; Group may not lump these items into any category such as room rate or room plus tax rate in any printed, promotional or other material.

**HOTEL SERVICE FEE:** Our daily hotel service fee is **WAIVED**. High-speed Internet access, health club access, and unlimited local/domestic long-distance calls will be offered complimentary.

**RESERVATION METHOD:** Phone-in to 855-893-1011 guests **MUST** reference the group code *"The Media Consortium-Overflow"* in order to receive the contracted rate. The hotel can also provide an on-line registration link upon request. Reservation cards; Hotel will provide number of cards equal to two times peak night.

**RESERVATION DUE DATE: Wednesday, February 15, 2017**, by 5 PM EST, after which rooms not reserved will be returned to general inventory; group will remain responsible for such room nights per cancellation or attrition clause below.

**ATTRITION:** Group may reduce their block by **10%**, notification must be in writing. Any deficit will be billed to the group's master account as liquidated damages for underperformance, plus taxes and service charges.

**CANCELLATION:**

In the event of a cancellation, liquidated damages in the amount of ninety percent (90%) of the sleeping room will be due, plus applicable taxes and service charges.

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

**BILLING PROCEDURES AND DEPOSIT SCHEDULE:** The following items shall be charged to the Master Account: attrition charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting.

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

**INSURANCE AND INDEMNIFICATION:**

Hotel and The Media Consortium each agree to carry and maintain and provide evidence of liability and other insurance in 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 the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities. 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.

**MISCELLANEOUS PROVISIONS:** In the event of litigation, Washington, DC law will apply; prevailing party shall recover attorneys' fees and all litigation costs and expenses, charges and costs incurred, including pre- and post-litigation fees related to collection and judgment enforcement efforts; parties consent to exercise of personal jurisdiction of Washington, DC courts, which will have exclusive jurisdiction. This contract is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, and other communications, whether oral and written. This agreement may be amended **ONLY** in writing, signed by representative of Group and Hotel's General Manager. Group may not assign any benefits associated in any way with this contract without consent of Hotel. No food and beverage of any kind may be brought into Hotel or any hospitality suite by group or its guests.

**ACCEPTANCE**

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

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

**PROPOSED BY:**

By the authorized representative of Hotel:

\_\_\_\_\_ Date:  
Timothy Kline  
Director of Sales

**ACCEPTED BY:**

By The Media Consortium's authorized representative:

\_\_\_\_\_ Date:  
Mitch Grummon

**APPROVED BY:**

By the authorized representative of Hotel:

\_\_\_\_\_ Date:  
Dir of Sales / General Manager



WASHINGTON,  
D.C.

A DESTINATION HOTEL®

2015 Massachusetts Ave., N.W.  
Washington, DC 20036

**DATE** September 10, 2016

**INVOICE**

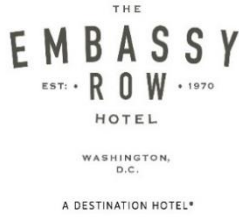
*The deposits and payments outlined in the table below are due as indicated.  
The deposits and payments will be applied to your master account in the form of credits.*

<b>ORGANIZATION</b>	The Media Consortium
<b>ADDRESS</b>	
<b>GROUP NAME</b>	The Media Consortium- Overflow
<b>ATTN</b>	Joe Ellen Kaiser
<b>ARRIVAL</b>	2017-03-01 00:00:00
<b>DEPARTURE</b>	2017-03-04
<b>INVOICE NO / RESID</b>	20170301MEDI
<b>PAYMENT OPTIONS</b>	<input type="checkbox"/> Check
[check one]	<input type="checkbox"/> Credit Card [see authorization form]
	<input type="checkbox"/> Wire Transfer

<b>SUBMIT PAYMENT TO</b>
Embassy Row Hotel Attn: Fahad Siddiqui 2015 Massachusetts Ave. NW Washington DC. 20036 P: 202-939-4123 fsiddiqui@destinationhotels.com

<b>Due Date of Deposit</b>	2017-03-01 00:00:00
<b>Amount Due</b>	

*Thank you for your business. We appreciate you as our customer!*



**CREDIT CARD AUTHORIZATION FORM**

Please complete all areas below. Incomplete requests may be rejected. This form must be received at least 5 days prior to Check-In or by specified date in Event Contract, to ensure acceptance of the credit card to be charged. Your credit card will be authorized for the estimated charges of your event prior to the event.

<b>RETURN FORM TO:</b> <b>ATTENTION:</b> <b>FAX: 1 (202)-234-2778</b> <b>RESERVATIONS FAX: 1 (202)-939-4295</b>
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<b>Guest/Group Name:</b>		
<b>Check-In/Event Date:</b>	<b>The Media Consortium- Overflow</b>	<b>Confirmation/Event Number: 20170301MEDI</b>
<b>Name of Person Making Reservation:</b>	<b>Phone:</b>	
<b>Authorized Amount:</b>	<b>Approval Code:</b>	<b>Date:</b>

**CARDHOLDER - Please complete the following section and sign/date below**

<b>Cardholder Name as it Appears on Credit Card:</b>				
<b>Credit Card Billing Address:</b>				
<b>City:</b>	<b>State:</b>	<b>Zip:</b>		
<b>Daytime Phone:</b>	<b>Evening Phone:</b>			
<b>Credit Card Type: (Circle One)</b>				
<input type="checkbox"/> Visa/Master Card <input type="checkbox"/> AMEX <input type="checkbox"/> Discover <input type="checkbox"/> Diners Club <input type="checkbox"/> JCB				
<b>Credit Card Number:</b>			<b>Expiration Date:</b>	
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>			<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/>	
<b>Credit Card Issuing Bank Name:</b>			<b>Bank Phone Number:</b>	
<b>I Agree to Cover the Following Categories of Charges:</b>				
<input type="checkbox"/> All Charges	<input type="checkbox"/> Room & Tax	<input type="checkbox"/> Hotel Service Fee	<input type="checkbox"/> Banquet Charges	<input type="checkbox"/> Audio Visual
<input type="checkbox"/> Incidentals	<input type="checkbox"/> Valet Parking	<input type="checkbox"/> Attrition	<input type="checkbox"/> Cancellation	<input type="checkbox"/> Deposit Only
<input type="checkbox"/> 1 <sup>st</sup> Night Rooms Guarantee	<input type="checkbox"/> Direct Billing Guarantee			
<b>Please Specify Special Billing Instructions:</b>				

Credit Card payments will be accepted based on the terms and conditions negotiated in the contractual agreement between the parties and confirmed in writing by signature approval of this form. Should additional charges be incurred after the final one-hundred percent deposit is received, hotel will charge the credit card and provide a statement following the group departure. An additional deposit and/or full prepayment of all services may be required.

Please provide a copy of personal identification (issued by the state/federal government only) which clearly shows the name and the signature of the credit card holder. This information will be kept in a secure location.

**AUTHORIZATION NOTE:** I authorize and acknowledge that all of the charges above will be processed to my payment card as detailed. I understand that an additional amount might be authorized for incidentals or other related charges. (If using a Debit Card, please be advised that this authorization may affect your checking account until final settlement of transaction). Payment Card Industry regulations prohibit merchants from requiring or making copies of your credit card.

<b>Cardholder Signature:</b>	<b>Date:</b>
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