Agreement

This agreement, executed this 4th day of March, 2019, by and between the Rector and Visitors of the University of Virginia (the “University”) and Omni Charlottesville Virginia Corporation (the “Hotel”).

Term

The term of this Agreement will be for two years effective upon execution of this Agreement, with the ability to renew on the same or similar terms and conditions for four (4) additional two-year periods. The Hotel and the University will mutually agree at least 180 days prior to each renewal option whether to renew the terms of this Agreement.

Witness

The Purchasing Manual for Institutions of Higher Education and their Vendors (the “Manual”) specifies those policies which govern the purchasing processes at specifically designated publicly-funded colleges and universities who are eligible to be or are governed by Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act, § 23-38.88 et seq. of the Code of Virginia and Chapters 824 and 829, Acts of Assembly, 2008. Section 7 of the Manual details the exceptions to competitive requirements. The University, acting in full compliance with the Manual, engaged in negotiation to establish multiple lodging and conference facility (the “goods and Services”) Agreements with local Charlottesville, Virginia vendors. The University and the Hotel wish to express in this Agreement the specific basis on which the Hotel will provide the Goods and Services to the University.

Accordingly, and in consideration of the mutual premises and provisions hereof, the parties hereby agree as follows:

1. Contents
   These documents are hereby incorporated into this Agreement:
   A. Agreement Attachment 1, Contractual Provisions;
   B. Agreement Attachment 2, Procedure for Resolution of Contractual Claims;
   C. Hotel’s proposal dated for a two year period that may be renewed four times; D. Hotel’s response to negotiations with the University

   To the extent that the terms of the various Agreement documents are in conflict, the terms of this Agreement, Agreement Attachment 1, and Agreement Attachment 2 will prevail over all other Agreement documentation.

2. The services provided by the Hotel will include, but not be limited to, the following:
   A. General Lodging Services will include:
      1. Accept cancellations for room reservations up until 12 PM on the day prior to arrival for no charge for all reservations involving nine or less rooms. If reservations are not cancelled by 12 PM, a “no show” charge may be applied for the first nights room and tax.
      2. Accept reservations associated with any cooperative contracted pricing for which the University may qualify (for example: General Services Administration (“GSA”), Educational and Institutional Cooperative Purchasing (“E&I”), US Communities, etc.)
      3. Provide, internet access in sleeping rooms, and parking for University booked business.

   B. Conference Services will include:
   Allow for University departments to use the Audio Visual (“AV”) Services of University AV contract vendors. The Hotel will honor the AV pricing detailed in the University’s AV contracts, and will not charge the University a surcharge or premium for using these University AV contract vendors. For list of the University AV contract vendors, go to:
   http://www.procurement.virginia.edu/pagecontracts&category=Audio-Visual
1. Maintain compliance with all local, state, and/or federal food sanitation and health requirements. Also obtain all local permits or licenses which are required to conduct a catering/food operation business.

C. Customer Service will include

1. Return phone calls and e-mails from the University within three business hours
2. Provide phone support hours (seven days a week between the hours of 7:30 AM and 7:00 PM Eastern Time)
3. Provide an account manager specifically assigned to manage the University’s account. This individual will be the main contact for all University issues beyond those of which are typically handled by the front reservation desk. Such as, but not limited to: quality issues, payment and billing questions, and large group/conference reservation requests.
   a. Account Manager:
      Jennifer Mayo
   b. Phone: 434-817-6628
   c. Email: jmayo@omnihotels.com

4. Notify reserving University departments, individuals, and the University Contract Administration ("UCA"), identified in section 1, of any expected, unexpected, planned, or unplanned changes or occurrences to the Hotel’s facilities or immediate surrounding areas which may impact reservations negatively. Such as, but not limited to: construction, flooding, pest control issues (bed bugs), or the closure of onsite recreational amenities or restaurants for whatever reason.

5. Provide, when required by the Hotel, the University Departments with a simple University Approved Order Confirmation Document for the Hotel ("OCD") to sign (see Attachment 3). During the term of this Agreement, the Hotel agrees not to present or request for signature any other contract, agreement, direct bill application, and/or an OCD other than the University approved OCD shown in Attachment 3. The OCD form should only be used for group (10 or more people) and/or conference services reservations, not individual or small group reservations (9 or less people).

Method of Payment Regarding Monies in Excess of $25,000: Group will advise Omni of its expected method of payment at least 60 days in advance of arrival. The Hotel accepts cash, check, ACH or wire transfers for payment. In the event you wish to pay by credit card for your event or your deposit, Omni Hotels and Resorts will accept payment up to $25,000 on American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. For any amounts or balance greater than $25,000 a 1.5% convenience fee will be charged. If Group requests paying using a credit card honored by Omni, a valid credit card must be provided to Omni no later than 45 days prior to arrival, and all charges that Group is responsible for will be charged to such credit card at departure. Upon application and review by Omni, Omni may elect to extend direct billing privileges for a portion of the master account to Group. If direct billing has been established, payment of all undisputed outstanding balance of Group’s master account is due within thirty (30) days of Group’s receipt of invoice from Omni. DB accounts may be settled by cash, check, ACH or wire transfers. Omni Hotels and Resorts will accept payment up to $25,000 on American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. For any amounts greater than $25,000 a 1.5% convenience fee will be charged. For approved DB accounts paying pay cash, check, ACH or wire transfer Omni Hotels and Resorts will offer a 1% discount for clients that pay in 15 days terms. Clients who do not elect the early pay discount must accept net 30 terms.

D. Technology will

1. Allow for the University to make lodging reservations via a third party booking tool that operates using information pulled from the Global Distribution System ("GDS"). The ensure that the GDS tool functions correctly, with up to date accurate reservation information, the Hotel will ensure all availability is in the GDS with live content and pricing

E. Fees

1. Federal and State per diem rates
a. The Hotel will extend Federal and State per diem rates for lodging with the following restrictions:
   i. Individuals must present a personal issued federal/state identification upon check-in. For additional clarification, the University of Virginia Faculty/Staff identification cards will be recognized as acceptable state identification and be granted the state per diem rates, upon availability. These rates do not have last room availability.

2. Lodging Rates
   a. 20% off Best Available Rate ("BAR"). BAR rates can be seen on the Hotel's website and are to be made available until the last room is sold.
   b. There are no blackout dates for the University rates with the exception of UVA Final Exercises and Chartered Financial Analyst (CFA) grading.
   c. At the time of booking, the Hotel will do a price analysis. If 20% off of the BAR being offered on the day of check-in is lower than the room rate booked at the time of reservation, the Hotel will charge the University the lower rate of the two. If the hotel is offering a room at a lower rate, the Hotel will complete the reservation at this lower rate. The Hotel guarantees that the 20% University discount is the highest discount being offered and equates to the lower room rate available. This will be known as the "UVA Lowest Rate Guarantee"
   d. Group Lodging (defined as groups of 10 rooms or more) will be negotiated per reservation, but at a minimum the University will receive at least the 20% off of BAR.
3. Conference Room Rates & Fees

<table>
<thead>
<tr>
<th>Conference Room Pricing</th>
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<tbody>
<tr>
<td><strong>Banquet Room</strong></td>
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<tr>
<td><strong>Standard Room Rental</strong></td>
</tr>
<tr>
<td><strong>UVA Discounted Room Rental</strong></td>
</tr>
<tr>
<td>Jefferson Ballroom</td>
</tr>
<tr>
<td>2/3 of Ballroom</td>
</tr>
<tr>
<td>1/2 of Ballroom</td>
</tr>
<tr>
<td>1/3 of Ballroom</td>
</tr>
<tr>
<td>James Monroe</td>
</tr>
<tr>
<td>Ashlawn/Highlands</td>
</tr>
<tr>
<td>Ashlawn</td>
</tr>
<tr>
<td>Highlands</td>
</tr>
<tr>
<td>Lewis/Clark</td>
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<tr>
<td>Clark</td>
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<tr>
<td>Lewis</td>
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<tr>
<td>Montpelier</td>
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<td>Madison</td>
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<td>Wilson</td>
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<tr>
<td>Preston</td>
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<tr>
<td>Monticello</td>
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<tr>
<td>Atrium</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Conference Room Discounts</th>
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</thead>
<tbody>
<tr>
<td><strong>Total actualized room nights associated with conference</strong></td>
</tr>
<tr>
<td>25</td>
</tr>
<tr>
<td>50</td>
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<tr>
<td>75</td>
</tr>
</tbody>
</table>

a. The Hotel will guarantee a price match for conference or catering events when compared to conference and catering services provided by other University lodging contract vendors.

b. Lodging contract vendors.

2. AV Equipment Rental Fees

EVENT PRODUCTION GUIDELINES:
FOR EXHIBIT DECORATING, PRODUCTION AND AUDIO VISUAL COMPANIES AT THE OMNI CHARLOTTESVILLE Virginia Corporation HOTEL, CHARLOTTESVILLE, VIRGINIA

The wide spectrum of CONVENTIONS, TRADE SHOWS, EXHIBITS and other activities which are staged in the OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA require the establishment of certain guidelines relative to coordination of services, liability and safety.

These guidelines apply to all Decorating, Production & Audio Visual companies working in The OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA meeting and function area whether the event is open or closed to the public. Please: read the entire document, forward all required 'proof of insurance', sign the last page and return via fax as described at least 10 days prior to load-in.
Thank you for your cooperation. We look forward to a successful show.

<table>
<thead>
<tr>
<th>SECTION</th>
<th>CONTENTS</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>OPERATING SPECIFICATIONS</td>
<td>2</td>
</tr>
<tr>
<td>2.</td>
<td>LOAD-IN/LOAD-OUT</td>
<td>4</td>
</tr>
<tr>
<td>3.</td>
<td>PERSONNEL</td>
<td>5</td>
</tr>
<tr>
<td>4.</td>
<td>RIGGING</td>
<td>6</td>
</tr>
<tr>
<td>5.</td>
<td>SIGNAGE</td>
<td>6</td>
</tr>
<tr>
<td>6.</td>
<td>BANNERS</td>
<td>6</td>
</tr>
<tr>
<td>7.</td>
<td>ELECTRICAL SERVICES</td>
<td>7</td>
</tr>
<tr>
<td>8.</td>
<td>MOTORIZED VEHICLES</td>
<td>7</td>
</tr>
<tr>
<td>9.</td>
<td>SECURITY</td>
<td>8</td>
</tr>
<tr>
<td>10.</td>
<td>CLEANING &amp; CUSTODIAL SERVICES</td>
<td>8</td>
</tr>
<tr>
<td>11.</td>
<td>DAMAGES</td>
<td>8</td>
</tr>
<tr>
<td>12.</td>
<td>HOTEL CONTACT INFORMATION</td>
<td>9</td>
</tr>
<tr>
<td>13.</td>
<td>ACKNOWLEDGMENT</td>
<td>10</td>
</tr>
</tbody>
</table>

1. OPERATING SPECIFICATIONS

An outside Production or AV Company can work within The OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA under the following circumstances:

1.1. Current CERTIFICATE OF INSURANCE on file in compliance with OMNI INSURANCE REQUIREMENTS.

1.2. "OMNI SUPPLIER SERVICE AGREEMENT" from the Production or AV Company is on file absolving the OMNI Charlottesville VA. Corp. Hotel in Charlottesville, VA from any claim of damages resulting from equipment used or labor provided by the Production or AV Company.

1.3. A copy of the "Event Production Acknowledgement" signed and on file with Hotel Conference Services Management, Ph: 434-817-6626, faxes: 434-817-6493.

1.4. All Local, State, Federal and the OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA codes and regulations are followed.

1.5. All connections to the building’s power sources are handled by OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA personnel OR our exclusive in-house electrical contractor. The Production or AV Company is responsible for all charges for connecting to and usage of the hotel’s power sources. This is not a complimentary service of the hotel.

1.6. All ceiling hanging (structural steel or rigging points) must be conducted by OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA personnel OR our exclusive in-house rigging contractor Encore Event Technologies. Points are charged at $120.00 per point, per day. The Production or AV Company is responsible for all charges. This is not a complimentary service of the hotel.

The OMNI Charlottesville Hotel in Charlottesville, VA has no storage facilities for equipment. This is the responsibility of the Production or AV Company to remove all carts, road cases, etc. during the events.
Corporation in Charlottesville, VA's in-house Audio Visual department (Encore Event Technologies). The Production or AV Company is responsible for all charges for connecting to and usage of the hotel's sound system. Rates are available from your Encore Event Production Manager upon request.

1.7. Sound levels and any hired live music are to be appropriate for the contracted space and are not to interfere with activities of any other group. Actual meetings in progress take precedence over any sound check or rehearsal. Please respect any request regarding sound levels you may receive from Omni Management. The Omni reserves the right to immediately terminate any event in the case of inappropriate sound level.

1.8. The Production or AV Company is encouraged to provide a walkie-talkie or direct in-house phone extension to Hotel Audio Visual & Production and Conference Services Manager in order to establish direct link communications in the event that a problem arises with the Production Company's equipment or personnel.

1.9. Pyrotechnics either indoor or outdoor are not permitted.

1.10. When using water, chemical or dry ice fog/haze machines, the Production or AV Company is required to contact the Conference Services Manager department with exact dates and times that such equipment will be used. This must be done to insure that the fire alarm and sprinkler system is not accidentally enabled. The Production or AV Company is responsible for all costs of hotel personnel required to perform a fire watch.

1.11. The Production or AV Company accepts responsibility for any costs assessed to inspect or replace sprinkler heads or smoke sensors that have been discharged in the course of an event. The Production or AV Company will be held responsible for any costs or fines assessed by the fire department for a false alarm resulting from the unscheduled discharge of pyrotechnics or smoke.

1.12. The Production or AV Company must adhere to all codes, rules and guidelines set forth by the Charlottesville, VA Fire Marshal. A Material Safety Data Sheet (MSDS) is required for any chemicals utilized by a Production or AV Company.

1.13. The Production or AV Company accepts responsibility for producing all necessary diagrams outlining the event setup. All diagrams must be submitted to the CS Manager for approval no less than 30 days in advance of the Event.

1.14. The Production or AV Company accepts responsibility for obtaining a Fire Marshal approved diagram of all General Sessions, Exhibit Halls and any other Event deemed necessary by either the Charlottesville, VA Fire Marshal or the OMNI Charlottesville Virginia Corp. Hotel in Charlottesville, VA.

1.14.1. A copy of the approved diagram must be provided to the CS Manager prior to submission to the Fire Marshal's office. The hotel will review and make suggestions of any items it may find as challenges.

1.14.2. A copy of the approved diagram must be provided to the CS Manager prior to Event Load-In. Please contact the Charlottesville, VA Fire Marshal's office for specific instructions on how to obtain this approval.

1.14.3. All costs associated with this process are the responsibility of the Production or AV Company and the Client.

1.15. The OMNI Charlottesville Virginia Corporation has the final say in the decision of whether an outside company may be utilized for a given program.

2. LOAD-IN/LOAD-OUT - INSTALLATION/DISMANTLING

2.1. The Production or AV Company will work with Omni's Conference Services Manager to outline the exact dates, times and hotel access areas for both load-in and load-out. These times and areas must be adhered to.

2.2. A Technical Supervisor (T.S.) will be assigned to your Production Company during the load in, set-up, teardown and load out of your event. The T.S. assigned to you by Encore Event Technologies, will also do a walkthrough of the facility and note any existing damage in the room prior to load in. At the conclusion of load out, the T.S. will do a follow-up walkthrough and note any additional damage to the facility. See Damages (section 11) for more details. A Technical Supervisor will also be responsible
for assisting said Production Company with questions or concerns regarding the facility. Technical Supervisor will be billed at a 4 hour minimum. Billing will be calculated according to the published rate schedule below and charged to the client’s folio:

<table>
<thead>
<tr>
<th>LABOR RATE SCHEDULE</th>
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<tbody>
<tr>
<td>Load In/ Load Out</td>
</tr>
<tr>
<td>Supervisor</td>
</tr>
<tr>
<td>(4 Hour Minimum)</td>
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<tr>
<td>7:00am – 5:00pm</td>
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<tr>
<td>5:00pm- 12:00 Midnight</td>
</tr>
<tr>
<td>12:00 Midnight – 7:00am</td>
</tr>
</tbody>
</table>

2.3. Before unloading/loading product into any ballroom - visqueen must be placed on floor.

2.4. The installation and construction of wooden stages may not be done unless visqueen is installed under the entire area that the stage is going to encompass. No nails or bracing wires used in production set-ups may be attached to the building. No painting, mixing of chemicals or explosive materials is allowed inside the hotel. No sawing or cutting of materials with any power tool is allowed within the hotel.

2.5. The schedule of times and number of vehicles used for load-in/out, productions or entertainment events must be submitted in writing, to the Convention Operations Manager a minimum of ten (10) days prior to move-in.

2.6. All cabling that is in public view must be properly “managed”; out of view whenever possible. All extension cords will be properly taped to the carpet. Any tape applied to, floors, carpets, etc., must be approved by management in advance. For aesthetics and safety reasons, all cabling must use a bridge if tape cannot properly cover multiple cable runs. Hotel property must be returned to the condition in which the Production or AV Company received it. This includes the removal of all residues. All charges for cleaning and repair will be the responsibility of the Production or AV Company. The use of packaging tape is prohibited on floor surfaces or walls. All outside contractors hired by the Production or AV Company will adhere to all applicable rules and regulations. Any damage incurred in their specific work areas will be the responsibility of the Production or AV Company.

2.7. The Production or AV Company is responsible for the traffic control of vehicles scheduled by them for load in/out. Parking of trucks or trailers overnight at the loading docks or on Hotel property is prohibited without prior consent of the Conference Services Manager. Unless a trailer is being loaded or unloaded, it must be removed from hotel property. The hotel is not responsible for tickets.

2.8. All production equipment delivered to meeting rooms will be transported through service corridors. Equipment or road boxes are not to be transported through the public areas.

2.9. The Production or AV Company shall not access the OMNI Charlottesville hotel and meeting rooms through public elevators and public passageways utilized by guests of the Omni. The Third-Party Supplier must use freight and service elevators, and service corridors and service hallways for all operations on Omni premises including, load-in/load-out. The Production or AV Company will not have exclusive use of the service elevators as they are also used by housekeeping and room service. At no time, will the banquet elevators be authorized for load in/ load out use.

2.10. To protect the integrity of our guest rooms any audio visual equipment to be used in any guest room must be delivered, set-up, and operated by OMNI Charlottesville Virginia Corporation in Charlottesville, VA personnel or our in-house audio-visual supplier, Encore Event Technologies. The Production or AV Company is responsible for labor costs that may result. This is not a complimentary service of the hotel.
2.11. No equipment is allowed in the foyer areas without consent from the Conference Services Manager.

3. PERSONNEL

3.1. The Production or AV Company is responsible to hire competent personnel to set up, operate and remove their equipment. The Production or AV Company is responsible for the actions of any personnel attached to or associated with their staff.

3.2. All labor employed by a Production or AV Company, regardless of their craft, must wear a uniform shirt identifying the company that they are working for. T-shirts are acceptable. Service contractor employee's clothing will be neat, reflecting an overall tidy appearance to conform to Omni's image. Nametags for all management are advised.

3.3. Production crew/staff are not allowed in the Employee cafeteria. Crews shall not break or lounge in public corridors or other public space of the Hotel.

3.4. Smoking, eating or drinking is prohibited within the ballrooms at all times. Room service or catered meals are allowed, per the client's request, at a cost. This is not a complimentary service of the hotel.

3.5. Beverages will be restricted to non-alcoholic during set-up and tear-down. Food and beverages staged or stored in Hotel service corridors is Omni property and is not to be touched by Production or AV Companies.

3.6. Theft, attempted theft, misappropriation of property or the aiding of such acts will result in immediate removal and possible criminal prosecution.

3.7. The possession or use of intoxicants on Omni property or job sites is prohibited. Possession or use of illegal drugs is prohibited, other than medicine prescribed by the employee's physician. Violation will result in immediate removal of the individual from the premises and possible legal action.

3.8. The possession of guns, explosives or weapons of any kind is prohibited. Fighting, physical violence, creating a disturbance, horseplay, disorderly conduct or the use of abusive language is a violation of Hotel policy and will result in immediate removal of the individual from the premises and possible legal action.

3.9. Gambling is not permitted within the Hotel.

4. RIGGING

4.1. All connections to the ceiling or roof supporting structure of the hotel will be made by or directly supervised by Encore Event Technologies the exclusive rigging contractor for the OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA. Encore is responsible for the advance approval & installation of everything that is suspended overhead.

4.2. All rigging labor will consist of a minimum of 2 riggers (1 high, 1 low) at a 4 hour minimum. Rates are available from Encore at 434-817-6484. Rigging supervision is subject to the same rate schedule outlined in Section 2.2 of this document.

4.3. Hotel Rigging Point drawings can be supplied upon request from Encore Event Technologies. Production Company is responsible for sending all diagram requests to Encore Event Technologies within thirty (30) days of show load-in for approval.

4.4. All flown or ground supported lighting trusses will include black truss drape teasers. Lighting cables will be managed appropriately. Trusses utilized for set design will be reviewed with the meeting planner to ensure the final look of the room meets with our brand standards.

4.5. Unless specified by the hotel, all rigging should be black or silver. All cords and lights installed onto the truss should match the color of the rigging.

5. SIGNAGE
5.1. All requests for the placement of group direction and informational signs should be forwarded to your Conference Services Manager, in advance, for approval. Signage is permitted in the meeting and conference room areas only. Omni does not permit signage in the Hotel lobby or on guestroom floors. We request that all materials be professionally printed and framed. A limited number of hotel easels may be available through your Conference Services Manager for use.

5.2. The placement of signs, placards, banners, announcements or distribution of any periodicals is prohibited without consent of the OMNI Charlottesville Virginia Corporation Hotel in Charlottesville, VA.

Please contact Encore Event Technologies for more information.

5.3. Signs may not be taped, Velcroed or pinned to any wall or podium surface. This includes Signs on podiums.

6. BANNERS

6.1. All requests for the placement of banners should be forwarded to your Conference Services Manager, in advance, for approval and pricing.

6.2. All lightweight banners intended to be attached to the ceiling or roof structure of the Hotel must be attached and removed by Encore. This is not a complimentary service of the hotel.

6.3. All banners and signs that are flown or hung overhead in a common area of the hotel need to be constructed of vinyl or cloth fabric. Hard material of any kind cannot be suspended overhead in any public area of the hotel. This applies to the surface material, top or bottom battens or rods, or any stiffening device. Hotel rigging staff will attach soft wooden battens to the top of the banner or sign using short staples for hanging purposes.

6.4. Velcro is not acceptable as a means of attaching a banner to any structure or to other flown material.

6.5. Hanging banners outside of the building is strongly discouraged because of unpredictable winds. Requests for outside rigging will be carefully evaluated case by case. (Must be approved by Hotel management)

6.6. The OMNI Charlottesville Virginia Corporation will make every effort to place and position banners and signs as designated by the meeting planner. Safety is a dominating concern for anything that is suspended overhead. Omni Rigging Supervisors are responsible for the final approval of banner construction, configuration and placement.

7. ELECTRICAL SERVICES

7.1. All electrical service must be coordinated through Omni Electrical Services OR our exclusive in-house electrical contractor.

7.2. It is the responsibility of the Production or AV Company to provide the OMNI Charlottesville VA Corp. a detailed listing of all power requirements two weeks prior to the show. There is a charge for electrical hook-up and service. This is not a complimentary service of the hotel.
8. MOTORIZED VEHICLES

8.1. Definition: Motorized vehicles are defined as any vehicle which is propelled by an internal combustion engine using Class-I or Class-II fuel, such as, but not limited to automobile, trucks, motorcycles, aircraft and watercraft.

8.2. All motorized vehicles which are displayed shall have the battery/batteries disconnected at the "HOT" lead. The lead shall be safely secured.

8.3. Fuel tanks in vehicles on display must be less one-half (½) full or completely empty and purged of all fumes.

8.4. All motor vehicle tanks containing fuel shall be furnished with locking type caps or sealed with tape to prevent inspection by viewers. Tractors, chain saws, generators and other such fuel powered equipment shall be safeguarded in a similar manner.

8.5. Fueling or de-fueling of vehicles shall be prohibited on hotel property.

8.6. A special permit is required for any vehicles displayed on stage or in any area inside the hotel. Permit application must be made by the Production or AV Company to the Charlottesville, VA Fire/Rescue Division, Fire Loss Management Department, twenty one (21) days in advance of the show. A copy of the permit must be on file with the OMNI Charlottesville VA. Corp. Hotel in Charlottesville, VA. Vehicles must be positioned in a manner that does not affect means of egress. Vehicles shall not be moved during show hours.

8.7. Prior to entering the building, the Production Manager must contact the Director of Convention Operations or Convention Floor Manager for a visual inspection and Omni's Loss Prevention department must be notified that a vehicle is being driven in the Hotel.

8.8. Upon entering, visqueen must be laid under the place where the vehicle is to be located. The visqueen must remain under the vehicle during the time it stays in the hotel.

9. SECURITY

9.1. The Production or AV Company is responsible for the security of its own equipment at all times. When contracting outside security firms, that firm must have the approval of the Conference Services Manager prior to their work beginning.

9.2. The OMNI Charlottesville VA Corp. Hotel in Charlottesville, VA
   requires on file: 9.2.1.Certificate of Insurance
   9.2.2.Hold Harmless agreement

9.3. All security personnel in uniform with acceptable grooming standards

9.4. No smoking or eating in public areas

9.5. No firearms are permitted in the Hotel

9.6. No sitting when visible in public areas

9.7. All meal breaks are to be taken in designated areas

10. CLEANING AND CUSTODIAL SERVICES

10.1. It is the responsibility of the Production or AV Company to clean any area that they use and to remove any tape residue, used tape or large stains. A walk-through at the end of the show will be done by a Convention Operations Floor Manager.

10.2. The OMNI Charlottesville VA. Corp. Hotel in Charlottesville, VA does not provide cleaning materials, supplies, vacuums, or janitorial services for the meeting room areas. Trash removal is the responsibility of the Production or AV Company.
10.3. At the conclusion of the convention, the ballroom, meeting space and loading docks used by a Production or AV Company must be presentable for the next day's business prior to leaving the property.

11. DAMAGES

11.1. An inspection of the ballroom is to be made prior to installation and upon completion of the load-out by the Production or AV Company. All vendors, Production Companies, and groups are responsible to leave the hotel in the same condition it was found.

11.2. Damages to the furniture, fixtures and equipment in the ballrooms are the responsibility of the Production or AV Company.

11.3. An acknowledgment of damages, if any, will be presented to the Production Manager at the end of the show.

11.4. All claims for damages will be submitted to the Production or AV Company in writing within ten (10) business days following the final walk-through.

11.5. To prevent damage, furniture will not be removed from public areas for meeting room purposes.

12. HOTEL CONTACT INFORMATION

<table>
<thead>
<tr>
<th>Service</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotel Main Number</td>
<td>434-971-5500</td>
</tr>
<tr>
<td>Encore Event Technologies</td>
<td>434-817-6484</td>
</tr>
<tr>
<td>Hotel Engineering</td>
<td>434-817-6629</td>
</tr>
</tbody>
</table>
13. ACKNOWLEDGMENT

I have read the OMNI Charlottesville VA. Corp. Hotel in Charlottesville, VA Hotel Regulations for Production & Audio Visual, and will enforce them when working at the OMNI Charlottesville VA. Corp. Hotel in Charlottesville, VA. I understand that failure to enforce them may result in financial penalties.

PRINTED NAME: __________________________________________

SIGNATURE: ______________________________________________

TITLE: ____________________________________________________

COMPANY NAME: __________________________________________

PHONE: _______________________________ FAX: __________________

CELL PHONE: __________________________ E-MAIL: ______________

ADDRESS: _________________________________________________

SHOW NAME: ______________________________________________

SHOW DATES: ______________________________________________

YOUR CLIENT'S NAME: ______________________________________

YOUR CLIENT'S PHONE NUMBER: ______________________________

DATE: ____________________________________________________

RETURN A SIGNED COPY OF THIS PAGE VIA FAX TO:

OMNI Charlottesville VA Corp. Hotel in
Charlottesville, VA ATTN: Conference Services
Management
434-817-6626, fax 434-817-6493

Please Remember To Also Attach Your:

➤ Current CERTIFICATE OF INSURANCE (see Section 1.1)
➤ "OMNI SUPPLIER SERVICE AGREEMENT" (see Section 1.2)

3. Additional service charge fees:
   a. 22% gratuity / service fee for catering, room rental, and AV rental. b. Current local tax

B. Attrition and Cancellation Terms

1. For transient lodging (defined as being a reservation with 9 or less rooms), please see section 2.A.1
2. For group lodging
   a. The minimum number of rooms that must be associated with a reservation before attrition or cancellation fees may apply is 10 rooms.
b. All rooms that are proven to be used by persons attending the event shall be counted in the Room Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the Group rate – late reservations, corporate rates, government rates, etc.

c. Any pre and/or post nights rooms proven to be used by persons attending the event shall be counted in the Room Block. These include, but are not limited to: all persons who, for whatever reason, do not receive the group rate – late reservations, corporate rates, government rates, etc.

d. The attrition and cancellation fees will only apply if the Hotel is unable to resell the rooms

e. Attrition or cancellation invoices will be set after the date of the event

f. Calculations and percentages used for lodging attrition fees are as follows (Client is responsible for notifying Omni in writing if first 30% allowable attrition is being taken to reduce room block. If such communication is not received, attrition is automatically calculated at percentages within 29 days.)

<table>
<thead>
<tr>
<th>Days before Check-in</th>
<th>Allowable % Attrition</th>
<th>% Charge beyond allowable amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of reservation – 30 days</td>
<td>30%</td>
<td>50%</td>
</tr>
<tr>
<td>29 days</td>
<td>30%</td>
<td>85% of quoted room price</td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Days before check-in</th>
<th>Percent Charged for cancellation of group reservation*</th>
</tr>
</thead>
<tbody>
<tr>
<td>From signature of OCD until 6 months prior to arrival</td>
<td>10% of total contracted block</td>
</tr>
<tr>
<td>Between six months and 60 days prior to arrival</td>
<td>40% of total contracted block</td>
</tr>
<tr>
<td>59 days to 30 days before arrival</td>
<td>50% of total contracted block</td>
</tr>
<tr>
<td>Within 29 days of arrival</td>
<td>70% of total contracted block</td>
</tr>
</tbody>
</table>

3. For Catering Services:

   a. The cancellation fees will only apply if the Hotel is unable to book another event of similar size and revenue.

   b. Attrition or cancellation invoices will be sent after the date of the scheduled event.

   c. Calculations for catering cancellation and attrition fees will be based upon the food and beverage minimum agreed upon in the OCD.

   d. No catering or cancellation penalty will be applied if function is re-booked and actualized within 6 months of the original event date.
e. Catering and conference services attrition and cancellation fees are as follows:

<table>
<thead>
<tr>
<th>Days Prior to Event</th>
<th>Allowable Attrition / % of Catering minimum charged beyond allowable amount</th>
<th>Cancellation Percentage Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time of reservation - 4 days before event</td>
<td>30%/50%</td>
<td>50% of estimated food price or food and beverage minimum as noted on the OCD</td>
</tr>
<tr>
<td>3 days – 0 days</td>
<td>10%/100%</td>
<td>100% of estimated food price or food and beverage minimum as noted on the OCD</td>
</tr>
</tbody>
</table>

C. Rebates and Certificates

The Hotel will rebate the University with 2 complimentary room night certificates each year. The room rebate will be given in the form of room certificates that are good for one night's stay at the Hotel and will be valid for one year from the date of issue. The certificates are transferable and can be used by anyone the University assigns them to.

1. The certificates may be sent via e-mail directly to the UCA (see section J) or the certificates can be mailed to the University no later than the 30th of each January, with the expiration date reading 1 FEBRUARY of the subsequent year (if the certificates are sent on 30 JAN 2019, the expiration date should read 1 FEB 2020). The certificates will be sent to:

Attention: Raegan Harouff
1001 North Emmet St.
PO Box 400202
Charlottesville, VA 22904

In the event that the certificates are not sent or postmarked by the date specified above (30 JANUARY), the hotel agrees to give 1 additional certificate per week of delinquency. Additional certificates should be received at the above address no later than 1 week after the due date. The first week of delinquency will be applied on January 31st and in increments of seven days thereafter.

2. The Hotel will pay the University a 5% rebate (the "University rebate"). The rebate will be paid quarterly. The 5% rebate is based on all University business paid via the Travel & Expense card ("T&E Card") to the Hotel.

3. The Hotel will register and participate in the annual Travel Expo. The hotel will commit to providing a door prize with a minimum of $100.00 USD value.

D. Ordering and Payment Processes

1. No prepayments or deposits will be required.
2. The Hotel will accept the University T&E Card as the method of payment for the Hotel's Goods and Services. At the time of reservation, the Hotel will:
   a. Provide the University with a lodging rate as details in Section E.
   b. Collect needed guest information
   c. Collect T&E Card information to be used for payment
   d. If applicable, the Hotel may also request for the University department to sign the Hotel's OCD.
3. At the time of guest check-in, the Hotel may collect from the guest a form of payment to be used for non-allowable charges.
4. If there is a problem with the University’s T&E Card on file to be used for payment, the Hotel will not let that disrupt the check-in process. After check-in has been completed the Hotel will contact the University department T&E Card holder and/or the appropriate University’s T&E Card Administrator(s) (identified in section J).
5. For clarification, the University T&E Card being used for payment will:
   a. Not match that of the name of the guest checking in
   b. Will not be present at time of check-in.
   c. Third party credit card authorization form will not be required
6. At check out, the Hotel will charge University allowed charges to the T&E Card and send an itemized billing summary to the T&E Card holder.
E. Auditing and Quality Control Services will include
   1. Hotel may not charge fees higher than those listed in Section E. If during the term of this Agreement it is discovered that the Hotel is charging higher fees than those detailed in this Agreement, then the Hotel will send a check to the University for the amount of
   a. A University contract compliance audit fee of $200
   b. The total amount of all overcharges discovered in the University pricing audit. Pricing audit will go back at least 12 months.

   2. The Hotel agrees to submit a report of all University T&E Card spend with rebate on a quarterly basis. These reports can be mailed to the address above (Section G.1) or electronically to

   Patrick Wood, Procurement Specialist, wow9r@virginia.edu, 434-924-3507

4. The Hotel will ensure that only allowable charges are charged to a University T&E Card. Allowable charges are: room and tax only, unless otherwise specified by the cardholder. Any non-business charges (personal nature) such as movies, laundry, spa services, etc. would be classified as non-authorized. The hotel must provide the T&E card holder an invoice at time of checkout detailing all charges to their T&E Card.

5. Hotel will take T&E Card information over the phone or directly through the Hotel’s website reservation system, and will not ask for T&E Card numbers to be faxed or e-mailed. Third party credit card authorization form will not be required for T & E card use. Card holders may give permission to the Hotel to keep their T&E card information on file to be used for future reservations. If permission is granted, Hotel will store the University T&E Card information in a secure environment in compliance with PCI requirements. If the T&E card holder does not grant permission, Hotel will use card information exclusively for the single transaction and then delete the information in a secure manner.

A. Contract Administrators
The individuals named below will serve as the identified Contract Administrators for their respective areas:

University Contract Administrator ("UCA")
Raegan Harouff
University Travel Manager
Department of Procurement and Supplier Diversity Services
University of Virginia
Office: 434-924-4354

Travel and Expense Card Administrator
Office Hours: Monday thru Friday, 7 AM to 4 PM Eastern Standard Time) Crystal Dollens
Assistant Purchasing Card Administrator

Department of Procurement and Supplier Diversity Services
University of Virginia
Office: 434-924-2705
cml8y@virginia.edu

The Hotel will not make any commitments or comments or take any actions on behalf of the University without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator upon notice to the Hotel.
Acceptance

Rector and Visitors of the University of Virginia

Signature: [Signature]
John McHugh, Interim Director of Procurement & Supplier Diversity Services

Date: 3/4/2019

Hotel: Omni Charlottesville Virginia Corporation

Authorized Representative: [Signature]

Printed Name: Paul Maher

Date: 3/5/19