



**DATE:** September 3, 2020

**TO:** Terry Wilke, Chair  
Finance Committee

**FROM:** Mike Tully  
Chief Operations Officer

**RECOMMENDATION:** Recommend approval of a Resolution approving a Contract with Lincolnshire Marriott Resort to be the host venue for the Special Park Districts Forum in 2023.

**STRATEGIC DIRECTION SUPPORTED:** Leadership

**FINANCIAL DATA:** There is no immediate financial impact. The District previously made a \$5,000.00 deposit to hold the guest rooms and other facilities, at the time the original agreement was signed in January, 2020. The deposit is non-refundable, unless there are circumstances outside of the control of both parties. The deposit will be applied to the District's master account to pay for meeting spaces and food and beverage costs associated with Forum activities. Funding for the deposit will be initially from the General Fund balance in account 10000000-171000 (Prepaid Expenses). A budget for hosting the Forum will be developed for the District's 2023 budget with the goal of breaking even, with attendee registration fees offsetting the costs of hosting the event. The deposit would be expensed as part of the 2023 budget.

The contract will also include liquidated damages if the District cancels the event for reasons other than an act of God, war, or similar events. These damages will increase if the cancellation date is closer in time to the date of the Forum. If the Forum is canceled on or before June 5, 2022, the District will be responsible for 50% of the anticipated revenues which is estimated to equal \$27,237.50. If the Forum is canceled after June 5, 2022 and prior to May 21, 2023, the District will be responsible for 75% of the revenues or approximately \$40,856.25. If cancellation occurs less than 29 days from the date of the Forum, the District will be responsible for 100% of the estimated revenues or \$54,475.00.

**BACKGROUND:** Over the years, the Special Park Districts Forum (Forum) has been hosted by premier open-space, park, and recreation agencies, and forest preserves throughout the United States and Canada. This annual event is a unique and interactive forum that has drawn park and recreation industry professionals to participate for more than 40 years.

The District has a history of participation with the Forum as both a host organization in 1996 and 2009, and by sending staff and commissioners as participants in the Forum each year. The District had agreed to host the Forum in 2022. With the onset of the COVID-19 pandemic, the 2020 Forum was cancelled. The host agency, Great Parks of Hamilton County (GPHC), Ohio, asked the hosts for 2021 (Metro – Portland OR) and 2022 (the District) to extend their "host years" by one year to allow GPHC to host the 2021 Forum.

As part of the initial planning stages, in January of 2020, the District entered into a contract with the Marriott Lincolnshire, pursuant to which Marriot Lincolnshire would serve as the Forum's host hotel. The Marriott is centrally located in the County with easy access to most District sites. The Marriott was the host hotel in 2009 when the District last hosted the Forum. Because of the timing change, staff recommends terminating the January 2020 contract with Marriott and entering into a new contract with Marriott for the District to host the Forum in 2023.

**REVIEW BY OTHERS:** Finance Director, Manager of Human Resources and Risk, Purchasing Manager, Corporate Counsel.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

**BOARD OF COMMISSIONERS  
LAKE COUNTY FOREST PRESERVE DISTRICT  
REGULAR SEPTEMBER MEETING  
SEPTEMBER 8, 2020**

**MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:**

Your **FINANCE COMMITTEE** presents herewith “A Resolution Approving a Contract with Lincolnshire Marriott Resort for the Special Park Districts Forum Event Venue”, and requests its approval.

**FINANCE COMMITTEE:**

Date: \_\_\_\_\_  Roll Call Vote: Ayes: \_\_\_\_ Nays: \_\_\_\_\_

Voice Vote Majority Ayes; Nays: \_\_\_\_\_

**LAKE COUNTY FOREST PRESERVE DISTRICT  
LAKE COUNTY, ILLINOIS**

**A RESOLUTION APPROVING A CONTRACT WITH LINCOLNSHIRE MARRIOTT  
RESORT FOR THE SPECIAL PARK DISTRICTS FORUM EVENT VENUE**

**WHEREAS**, the Lake County Forest Preserve District (the “District”) will host conservation and park elected officials and professionals from throughout the United States and Canada for the 2023 Special Park Districts Forum (the “SPDF”); and

**WHEREAS**, it is in the District’s best interest to enter into a contract with Lincolnshire Marriott Resort, pursuant to which Lincolnshire Marriott Resort would serve as the host hotel (the “Contract”) for the SPDF;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

**Section 1: Recitals.** The recitals set forth above are incorporated as a part of this Resolution by this reference.

**Section 2: Approval of Contract.** The Executive Director is hereby authorized and directed to execute the Contract, in substantially the form attached hereto, with Lincolnshire Marriott Resort.

**Section 3: Payments.** The Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

**Section 4: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

AYES:

NAYS:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Angelo D. Kyle, President  
Lake County Forest Preserve District

ATTEST:

\_\_\_\_\_  
Julie Gragnani, Secretary  
Lake County Forest Preserve District

Exhibit No. \_\_\_\_\_



**MARRIOTT RESORT**  
**LINCOLNSHIRE**

**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Lincolnshire Marriott Resort, Ten Marriott Drive, Lincolnshire, IL, 60069, (847) 634-0100 and Lake County Forest Preserve District.

ORGANIZATION: Lake County Forest Preserve District  
 CONTACT: Name: Lisa Roberts  
 Address: 1899 W. Winchester Rd  
 City, State, Zip Code: Libertyville, IL 60048  
 Phone Number: (847) 968-3210  
 E-mail Address: lroberts@lcfpd.org

NAME OF EVENT: **Lake County Forest Preserves - Special Parks District Forum**

REFERENCE #: M-L16KYCV  
 OFFICIAL PROGRAM DATES: Monday, 06/19/2023 - Friday, 06/23/2023

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Lake County Forest Preserve District agrees that it will be responsible for utilizing, 279 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

| Date       | Day | Run of House | First Floor Suite | Total Rooms |
|------------|-----|--------------|-------------------|-------------|
| 06/19/2023 | Mon | 75           | 1                 | 76          |
| 06/20/2023 | Tue | 75           | 1                 | 76          |
| 06/21/2023 | Wed | 75           | 1                 | 76          |
| 06/22/2023 | Thu | 50           | 1                 | 51          |

| Start Date | End Date   | Room Type    | Single   |
|------------|------------|--------------|----------|
| 06/19/2023 | 06/23/2023 | Run of House | \$169.00 |
| 06/19/2023 | 06/23/2023 | Suite        | comp     |

Hotel’s room rates are subject to applicable state and local taxes (currently 11%) in effect at the time of check-out.

The Room Night Commitment is based upon most recent histories and/or an agreed-upon growth rate. One year prior to arrival, June 19, 2022, the Hotel will confer with District to re-evaluate the Room Night Commitment. At that time and upon mutual agreement, the Room Night Commitment and meeting space may be increased to more accurately reflect the District’s then current needs, based on Hotel ‘availability. Any modifications will not affect either party’s obligations under this Agreement unless a written amendment to this Agreement is agreed upon by both parties.

**SPECIAL CONCESSIONS**

The Hotel will also provide the following:

- Complimentary contracted Function Space, based on \$8,000 Food and Beverage Minimum.
- (1) Complimentary First Floor Suite. Two Connectors will be offered at group rate of \$169.00 each.
- Rate available two days pre and post event.
- Complimentary wireless internet in guest rooms
- Complimentary use of Fitness Center
- Dedicated Event Manager
- Onsite Technical and Service Support Staff
- Complimentary self –parking

**COMMISSION**

The group room rates listed above are net non-commissionable. Lake County Forest Preserve District will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

**METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 228-9290 or reservation link (ResLink).

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Lake County Forest Preserve District. Hotel will not hold any reservations unless secured by one of the above methods.

**CUT-OFF DATE**

Reservations by attendees must be received on or before **Monday, May 29, 2023**, (the “Cut-Off Date”). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Lake County Forest Preserve District group rate after this date.

**NO ROOM TRANSFER BY GUEST**

Lake County Forest Preserve District agrees that neither Lake County Forest Preserve District nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Lake County Forest Preserve District reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

**Master Account:** Catered food and beverage, audiovisual, service charge and tax

**Attendees:** Individuals - room, tax, and incidentals

**RESORT SUITE POLICY**

District and individual attendees may use the Hotel’s First Floor Suite for the purpose of entertaining, until 9pm. After 9pm, these suites will be considered a sleeping room and must adhere to all Resort policies regarding sleeping rooms including but not limited to, noise and maximum guest occupancy. Guests who would like to continue entertaining after 9pm are welcome to utilize one of the Resort’s lounges, or can contract a private Banquet Room. The Resort reserves the right to evict guests who fail to comply with guest room policies.

**MASTER ACCOUNT**

Hotel must be notified in writing at least 7 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If Lake County Forest Preserve District wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Lake County Forest Preserve District shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Lake County Forest Preserve District.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Lake County Forest Preserve District agrees that the Hotel will authorize the credit card for the total charges 3 business days prior to arrival and may charge to this credit card any payment as required under this Group Sales Agreement.

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Lake County Forest Preserve District, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

| Date       | Day | Start Time | End Time | Function Type    | Setup        | Expected # People | Function Space    |
|------------|-----|------------|----------|------------------|--------------|-------------------|-------------------|
| 06/19/2023 | Mon | 8:00 AM    | 11:59 PM | Registration     | Registration | 2                 | Lobby             |
| 06/19/2023 | Mon | 4:00 PM    | 11:59 PM | Hospitality Room | Lounge       | 1                 | First Floor Suite |
| 06/19/2023 | Mon | 5:00 PM    | 11:00 PM | Dinner           | Lounge       | 75                | Lakeside Pavilion |
| 06/20/2023 | Tue | 12:00 AM   | 10:00 AM | Registration     | Registration | 2                 | Lobby             |
| 06/20/2023 | Tue | 12:00 AM   | 11:59 PM | Hospitality Room | Lounge       | 10                | First Floor Suite |
| 06/20/2023 | Tue | 7:00 AM    | 9:00 AM  | Breakfast        | Rounds of 10 | 75                | Grove Pavilion    |
| 06/21/2023 | Wed | 12:00 AM   | 11:59 PM | Hospitality Room | Lounge       | 1                 | First Floor Suite |
| 06/21/2023 | Wed | 7:00 AM    | 9:00 AM  | Breakfast        | Rounds of 10 | 75                | Grove Pavilion    |
| 06/22/2023 | Thu | 12:00 AM   | 11:59 PM | Hospitality Room | Lounge       | 1                 | First Floor Suite |
| 06/22/2023 | Thu | 7:00 AM    | 9:00 AM  | Breakfast        | Rounds of 10 | 75                | Grove Pavilion    |

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 9%) and service charge (currently 25%) in effect on the date(s) of the event.

**TAX EXEMPTIONS**

If District maintains tax exempt status in the state of Illinois, District must provide Hotel with a valid tax exemption certificate(s) by May 13, 2023 in order to be exempt from 8% State Tax Charges. District will still be responsible for the 1% local tax. District acknowledges that individual attendees do not qualify for tax exemptions.

**DAMAGE TO FUNCTION SPACE**

Lake County Forest Preserve District agrees to pay for any damage to the function space that occurs while Lake County Forest Preserve District is using it. Lake County Forest Preserve District will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Lake County Forest Preserve District and its attendees.

**ATTRITION**

Hotel is relying District’ nightly use of the Room Night Commitment and, if applicable, the Agreed Event F&B Revenue. District agrees that a loss will be incurred by Hotel if District’ actual usage is less than eighty percent (80%) of the Room Night Commitment on a cumulative basis of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the cumulative Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage from the Room Night Commitment. If the cumulative actual room usage during the entire Event falls below 80% of the cumulative Room Night Commitment, the difference of room nights will be multiplied by the group’s average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to District’ Master Account, plus applicable taxes, at the conclusion of the Event.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages and shall be Hotel’s sole remedy for the District’s failure to satisfy the Room Night Commitment.

**CANCELLATION**

This agreement will bind the District and the Hotel to the terms of this Group Sales Agreement. There shall be no right of termination for the sole purpose of holding the Event or similar function in another hotel or similar facility. The only reasonable causes for termination are as noted in the Impossibility clause below.

The District agrees that should it cancel this agreement, actual damages would be difficult to determine. The schedule in the “Advance Deposit” section below represents a reasonable effort on behalf of the Hotel to establish its actual damages for such cancellation. The schedule shall represent liquidated damages to be paid by District for cancellation of this agreement and shall be Hotel’s sole remedy for such cancellation.

**ADVANCE DEPOSIT**

Advance nonrefundable deposit of from Special Parks District Forum, reference # M-HLLH2NL to be applied. This advance payment will be credited toward the Master Account.

| <b>Date of Cancellation</b>   | <b>Amount of Liquidated Damages Due</b>   |
|---|---|
| Date of Agreement to December 31, 2021                                  | <b>\$5,000.00 Non-Refundable Deposit</b>  |
| January 1, 2022 to 250 days prior (June 5, 2022)                        | 50% of total guest room revenue \$23,237.50; plus 50% total food and beverage \$4,000.00.<br><b>Grand Total \$27,237.50.</b>  |
| From 249 days to 30 days prior (June 6, 2022 to May 21, 2023)           | 75% of total guest room revenue \$34,856.25; plus 75% total food and beverage \$6,000.00.<br><b>Grand Total \$40,856.25.</b>  |
| From 29 days prior to the date of event (May 22, 2023 to June 20, 2023) | 100% of total guest room revenue \$46,475.00; plus 100% total food and beverage \$8,000.00.<br><b>Grand Total \$54,475.00</b> |

**FOOD AND BEVERAGE ATTRITION/CANCELLATION**

The Hotel is relying upon the food and beverage functions outlined on the Function Information Agenda/Event Agenda. District agrees that a loss will be incurred by Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

District’ agrees that it will provide Hotel total Event food and beverage revenue of \$8,000, exclusive of taxes and service charges (“Agreed Event F&B Revenue”). District shall provide Hotel with 3 days advance notice of the date(s), time(s), and number of attendees with respect to each function it wishes to schedule for the Event. District shall provide Hotel this information no later than 72 hours prior to the scheduled time for each such function. The net number of covers resulting from this notice shall be referred to herein as a “Guaranteed Function”.

If District fails to (i) provide Hotel with the full Agreed Event F&B Revenue; or (ii) use all of the covers at any Guaranteed Function; or (iii) provide Hotel with any increase in the Agreed Event F&B listed in the Banquet Event Order, District will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

1. The full per-guest price of any unused cover at any Guaranteed Function (the “Unused Cover Payment”); plus
2. 100% of the difference between the Agreed Event F&B Revenue and the actual Event food and beverage revenue received by Hotel (including the Unused Cover Payment).

\* If applicable, state and local taxes will be added to all attrition and cancellation fees.

Hotel agrees that after receipt of this amount, it will not seek further damages or remedies resulting from the District’s failure to generate the Agreed Event F&B Revenue or covers for the Guaranteed Functions.

**IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

**COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Lake County Forest Preserve District agree to cooperate with each other to ensure compliance with such laws.



## **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Lake County Forest Preserve District will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

## **DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

## **LIQUOR LICENSE**

Lake County Forest Preserve District understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

## **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

## **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Lake County Forest Preserve District will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

#### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Lake County Forest Preserve District's needs. If such special setups or extraordinary formats are requested, Hotel will present Lake County Forest Preserve District two (2) alternatives: (1) charging Lake County Forest Preserve District the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

#### **TECHNICAL SERVICES**

Audio Visual Productions (AVP) is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Audio Visual Productions (AVP)'s equipment and expertise, a fee of \$500.00 per day will be charged if Lake County Forest Preserve District selects such a provider.

#### **UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Lake County Forest Preserve District requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

#### **USE OF OUTSIDE VENDORS**

If Lake County Forest Preserve District wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Lake County Forest Preserve District must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Lake County Forest Preserve District, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

#### **PERFORMANCE LICENSES**

Lake County Forest Preserve District will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Lake County Forest Preserve District may use or request to be used at the Hotel.

#### **MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Lake County Forest Preserve District has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK **ONE** OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

**ACCEPTANCE**

When presented by the Hotel to Lake County Forest Preserve District, this document is an invitation by the Hotel to Lake County Forest Preserve District to make an offer. Upon signature by Lake County Forest Preserve District, this document will be an offer by Lake County Forest Preserve District. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Lake County Forest Preserve District at any time prior to Lake County Forest Preserve District's execution of this document, the outlined format and dates will be held by the Hotel for Lake County Forest Preserve District on a first-option basis until Monday, August 3, 2020. If Lake County Forest Preserve District cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Lake County Forest Preserve District and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Lake County Forest Preserve District:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: (Print) Robbie Johnson  
Title: (Print) Corporate Sales Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_