DELTA HOTELS
MARRIOTT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Delta Hotels Winnipeg, 350 St Mary Avenue, Winnipeg, MB, R3C 3J2, (204) 942-0551 and Tree Canada Foundation.

ORGANIZATION:	Tree Canada Foundation
CONTACT:	
Name:	Ken Nawolsky
Street Address:	43 Eccles Street, Suite B
City, State, Postal Code:	Ottawa, ON K1R 6S3
Country/Region:	Canada
Phone Number:	(204) 986-3794
E-mail Address:	knawolsky@winnipeg.ca
NAME OF EVENT:	2022 Canadian Urban Forest Conference
REFERENCE #:	M-D8JBGAF
OFFICIAL PROGRAM DATES:	Monday, 10/17/2022 - Friday, 10/21/2022

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Tree Canada Foundation agrees that it will be responsible for utilizing, ~~790~~ 794 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Attendees

Date	Day	Standard Room	Deluxe Room	Club Room	Suite	Total Rooms
10/17/2022	Mon	195	30	25	1	~~250~~ 251
10/18/2022	Tue	195	30	25	1	~~250~~ 251
10/19/2022	Wed	195	30	25	1	~~250~~ 251
10/20/2022	Thu	40	0	0	1	~~40~~ 41

Start Date	End Date	Room Type	Single
10/17/2022	10/20/2022	Standard Room	$209.00
10/17/2022	10/19/2022	Deluxe Room	$249.00
10/17/2022	10/19/2022	Club Room	$294.00
10/17/2022	10/20/2022	Suite	$209.00

Hotel's room rates are subject to applicable state and local taxes (currently 17.25%) in effect at the time of check-out.

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

COMMISSION

The group room rates listed above are net non-commissionable. Tree Canada Foundation will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

SPECIAL CONCESSIONS (Concessions applicable when full block is actualized)

- One (1) complimentary Suite upgrade for the dates of 10/17/2022 to 10/20/2020 inclusive (value $1550.00)
- One (1) complimentary guestroom per fifty (50) occupied on a cumulative basis (value $3344.00)
- Group rates available three (3) days pre and post conference, subject to availability
- Complimentary WIFI in all guestrooms

METHOD OF RESERVATIONS

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 268-1133 or (204) 942-0551.

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Tree Canada Foundation. 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 **09/16/2022**, (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 Tree Canada Foundation group rate after this date.

NO ROOM TRANSFER BY GUEST

Tree Canada Foundation agrees that neither Tree Canada Foundation 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 Tree Canada Foundation 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.

An advance payment of $10,000.00 will be required in order to hold arrangements on a definite basis. This advance payment is due on **11/20/2019** and will be credited toward Group's Master Account.

2nd Payment	$10,000.00	Due on 09/25/2020
3rd Payment	$10,000.00	Due on 09/24/2021

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Tree Canada Foundation's credit. If credit is approved, the outstanding balance of Tree Canada Foundation Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Tree Canada Foundation will raise any disputed charge(s) within 14 days after receipt of the invoice. The Hotel will work with Tree Canada Foundation in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Tree Canada Foundation has indicated that it has elected to use the following form of payment:

[ ] Cash, money order, or other guaranteed form of payment
[X] Credit card (We accept all major credit cards)
[ ] Company check or Electronic Funds Transfer
[ ] _____[agreed alternative]

Tree Canada Foundation may not change this form of payment.

In the event that credit is not approved, Tree Canada Foundation agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

ATTRITION – Rooms Per Night

Hotel is relying upon Tree Canada Foundation's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Tree Canada Foundation agrees that a loss will be incurred by Hotel if Tree Canada Foundation's actual usage is less than eighty percent (80%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. 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 Tree Canada Foundation's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

CANCELLATION

In the event of a group cancellation occurring 0 days to 90 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Revenue Commitment will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Revenue Commitment will be due, plus applicable taxes.

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 Tree Canada Foundation 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 Tree Canada Foundation 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.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

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.

TECHNICAL SERVICES

Freeman Audio Visual Canada is the Hotel's official provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Freeman Audio Visual Canada's equipment and expertise, additional charges will apply.

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.

Tree Canada Foundation 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.

MAKE A GREEN CHOICE

"Make a Green Choice" is Marriott's guest-facing sustainability program that enables participating guests to help reduce our environmental footprint while earning Marriott Bonvoy bonus Points. This program is open to all guests staying at least two nights regardless of rate plan or booking method. For each day a member forgoes housekeeping, they can earn 500 Bonus Points or a $5.00 food and beverage voucher while helping reduce water, energy and use of chemicals (250 Points at Select Brand Hotels). Speak with your sales or event manager to learn more or activate for your group.

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 Tree Canada Foundation 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.

ACCEPTANCE

When presented by the Hotel to Tree Canada Foundation, this document is an invitation by the Hotel to Tree Canada Foundation to make an offer. Upon signature by Tree Canada Foundation, this document will be an offer by Tree Canada Foundation. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Tree Canada Foundation at any time prior to Tree Canada Foundation's execution of this document, the outlined format and dates will be held by the Hotel for Tree Canada Foundation on a first-option basis until **11/20/2019.** If Tree Canada Foundation 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, Tree Canada Foundation 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 Tree Canada Foundation:

Name: (Print) Ken Nawolsky

Title: (Print) Organizing Committee Co-Chairs

Signature: K Nawolsky

E-mail: knawolsky@winnipeg.ca

Date: Nov 15/2019

Approved and authorized by Hotel:

Name: (Print) Pat Sawchuk

Title: (Print) Senior Sales Executive

Signature:

Date: Nov. 15/2019

MARRIOTT CONFIDENTIAL AND PROPRIETARY INFORMATION

AMENDMENT TO GROUP SALES AGREEMENT

THIS AMENDMENT TO GROUP SALES AGREEMENT (the "Amendment") is made and entered into effective as of July 3, 2020 (the "Amendment Effective Date"), by and between Delta Hotels by Marriott Winnipeg ("Hotel") and 2024 Canadian Urban Forest Conference ("Group"). Capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to them in the Agreement (defined below).

WHEREAS, effective 07/03/2020 Hotel and Group entered into a Group Sales Agreement (the "Agreement"); and

WHEREAS, Hotel and Group wish to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the parties hereby agree as follows:

1. **CONDITIONAL WAIVER OF DAMAGES**
   The parties acknowledge that Group was contractually obligated to hold an event at Hotel on 10/17/2022-10/20/2022 (the "Original Event"), that the Group canceled that event, and that as the result of that cancellation, damages are now due from Group to Hotel in the amount of $ 140, 736.00 which shall be referred to herein as the "Original Program Dates Cancellation Fee." The Hotel has conditionally agreed to waive the Original Program Dates Cancellation Fee provided that Group (i) actually holds the event that is the subject of this Amendment, and (ii) actually generates, in conjunction with the event that is the subject of this Amendment at least Eighty percent (80%) of the contracted rooms revenue.

   Group acknowledges that Hotel has been damaged by Group's cancellation of the Original Event and that the conditional waiver of the Original Program Dates Cancellation Fee is based solely upon the desire of Hotel to maintain a good relationship with Group. If the conditions outlined above are not fully satisfied, the conditional waiver of the Original Program Dates Cancellation Fee will be withdrawn. If the conditional waiver of the Original Program Dates Cancellation Fee is withdrawn, Hotel will invoice Group for the Original Program Dates Cancellation Fee, which will be due within fourteen (14) days of the date of invoice. For purposes of clarity, under such circumstance, the Original Program Dates Cancellation Fee will be due, in addition to any amounts due hereunder (including any amounts due for attrition associated with or for the cancellation of the event that is the subject of this Amendment).

2. New Date of 10/15/2024-10/19/2024 has been selected all deposits have been moved to new date.
3. $10,000.00 Collect to move to new set up dates. 2nd Deposit Due will be 07/20/2022-3rd Deposit Due will be 08/23/2023.

Attendees

Attendees

Date	Day	Club King	Deluxe King	Manitoba Suite	Standard King Room
10/15/2024	Tue	25	30	1	105
10/16/2024	Wed	25	30	1	105
10/17/2024	Thu	25	30	1	105
10/18/2024	Fri	0	0	1	20

Date	Day	Standard Queen Room	Total Rooms
10/15/2024	Tue	90	251
10/16/2024	Wed	90	251
10/17/2024	Thu	90	251
10/18/2024	Fri	20	41

Start Date	End Date	Room Type	Single
10 15 2024	10 17 2024	Club King	$294.00
10 15 2024	10 17 2024	Deluxe King	$249.00
10 15 2024	10 18 2024	Manitoba Suite	$209.00
10 15 2024	10 18 2024	Standard King Room	$209.00
10 15 2024	10 18 2024	Standard Queen Room	$209.00

Upon signature by both parties, and the Hotel shall have agreed to and 2024 Canadian Urban Forest Conference executed this Amendment by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Group:

Name: (Print) Ben Nawolsky

Title: (Print) CUFC Co-Chair

Signature: B Nawolsky

Date: July 6, 2024

Approved and authorized by Hotel:

Name: (Print) BRUCE GARVEY

Title: (Print) D.O.S

Signature:

Date: 7/6/20