



THE HOTEL
SASKATCHEWAN

AUTOGRAPH COLLECTION
HOTELS

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Hotel Saskatchewan, Autograph Collection, hereinafter known as "Hotel", 2125 Victoria Ave, Regina, SK, S4P 0S3, (306) 522-7691 and Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice.

ORGANIZATIONS: Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice

Name: Pam Scott
Title: Director Operations
Office of the Saskatchewan Information and Privacy Commissioner
Address: 503 – 1801 Hamilton Street
Regina, SK S4P 4B4

Name: Aaron Orban,
Title: Executive Director, Access and Privacy Branch
Ministry of Justice
Address: 1510 – 1855 Victoria Avenue
Regina, SK S4P 3T2

NAME OF EVENT: OPIC & Ministry of Justice Conference
REFERENCE #: M-AMSGMEX
OFFICIAL PROGRAM DATES: Friday, 09/14/2018

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by the Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice, 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	# People	Rental
09/14/2018	Fri	8:00 AM 9:00 AM	12:30 PM	Meeting	Rounds of 10	70	\$1,000.00*

*Meeting room rental will be reduced to \$1,000.00 with a minimum Food and Beverage revenue of \$600.00 before taxes and service charges. Should Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice not meet the Food and Beverage minimum, the room rental will be \$2,000.00.

All meeting room, food and beverage, and related services are subject to applicable taxes, fees and service charges (service charge currently 19%) in effect on the date(s) of the event. All rates & pricing are quoted and payable in Canadian funds.

***Please note that the Hotel reserves the right to re-assign all space in the event that numbers at any or all events should change dramatically and/or re-assign function space to a comparable function room.

DAMAGE TO FUNCTION SPACE

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice agrees to pay for any damage to the function space that occurs while Saskatchewan Information and Privacy Commissioner is using it. Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice and its attendees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice agrees to a minimum banquet food and beverage revenue of \$600.00, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices 96 hours prior to Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice's arrival date.

CANCELLATION

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice agrees that it will provide a Minimum Banquet Food and Beverage Revenue of \$600.00 (exclusive of applicable service charges and taxes) for the Event.

In the event of a group cancellation occurring from the Date of this Agreement to four (4) business days prior to the Event(s), liquidated damages in the amount of forty percent (40%) of the Minimum Banquet Food and Beverage Revenue and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation within three (3) business days of the Event(s), liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue and Total Meeting Room Rental will be due, plus applicable taxes.

MASTER ACCOUNT

Hotel must be notified in writing at least 3 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.

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice's credit. If credit is approved, the outstanding balance of Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice will raise any disputed charge(s) within 30 days after receipt of the invoice. The Hotel will work with Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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.

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice has indicated that it has elected to use the following form of payment:

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

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice may not change this form of payment.

In the event that credit is not approved, Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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.

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 Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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 Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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.

LIQUOR LICENSE

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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 under age.

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.

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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 Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice's needs. If such special setups or extraordinary formats are requested, Hotel will present Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice two (2) alternatives: (1) charging Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Freeman Audio Visual Canada is the 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 Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice's equipment and expertise, a fee will be determined and charged if Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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 Office of the Saskatchewan Information and Privacy Commissioner

& Ministry of Justice 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 Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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 Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice, 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

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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 Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice may use or request to be used at the Hotel.

REWARDS PROGRAM – NOT QUALIFIED FOR REWARDING EVENTS

Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice and the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) acknowledges that the Rewarding Events program is only available to certain qualified Marriott Rewards Program members. Rewarding 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 non-U.S. SOE.

In addition, Rewarding Events is available only if Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice's own policies permit the Contact to receive Rewarding Events points or airline miles for the Event.

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is not qualified to receive Rewarding Events Points or airline miles in connection with the Event, and by entering into this Agreement, hereby waives the right to receive an award of Points or airline miles in connection with the Event.

ACCEPTANCE

When presented by the Hotel to Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice, this document is an invitation by the Hotel to Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice to make an offer. Upon signature by Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice, this document will be an offer by Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice at any time prior to Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice's execution of this document, the outlined format and dates will be held by the Hotel for Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice on a first-option basis until **Monday, July 30, 2018**. If Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice 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.

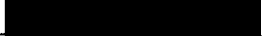
Upon signature by both parties, Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

ELECTRONIC SIGNATURES

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box (“■”) at the end of the line marked “Electronic Signature (Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation)*.” This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Office of the Saskatchewan Information and Privacy Commissioner & Ministry of Justice:

Name: (Print) Pam SCOTT

Signature: (Sign) 

Title: (Print) Director of Operations

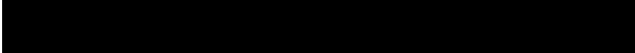
Date: Aug. 1, 2018

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation):

Approved and authorized by Ministry of Justice:

Name: (Print) Aaron Urban

Signature: 

Title: (Print) Executive Director,

Date: August 7 /2018

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation):

Approved and authorized by Hotel:

Name: (Print) Rita Frost

Title: (Print) Sales Manager

Date: _____

Electronic Signature

(Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation):

*This may be done in Microsoft Word using the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

