

**SAN DIEGO CONVENTION CENTER CORPORATION
SALES & MARKETING COMMITTEE MEETING
OF THE BOARD OF DIRECTORS**

**Director Carlos Cota, Chair
Director Shawn VanDiver
Director Elvin Lai**

**TUESDAY, JANUARY 18, 2022, 4:00 P.M.
W. Harbor Drive, 2nd Floor, Executive Boardroom
San Diego, California 92101**

AGENDA

Pursuant to Government Code section 54953(e) and Board Resolution No.2022-01 members of the San Diego Convention Center Corporation Board and staff may participate in public meetings via teleconference or video conference. In the interest of reducing the spread of COVID-19, in-person public participation is prohibited at this time. Board meetings are held live via teleconference at the number indicated at the top of the agenda. Members of the public may participate live in the Board meeting and submit comments live on the teleconference line.

**Telephone number for members of the public
to observe, listen, and address the meeting telephonically:
1(888) 251-2909 – Access code is 6724115#**

1. Call to order: Carlos Cota, Chair

2. Non-Agenda Public Comments

This portion of the agenda provides an opportunity for members of the public to address the Board on items of interest within the jurisdiction of the Board that have not previously been before the Board. Pursuant to the Brown Act, no discussion or action shall be taken by the Board on items not posted on the agenda.

3. Approval of the Minutes of October 26, 2021 Sales & Marketing Committee Meeting

4. Chair Report

5. Action Item(s):

A. Recommendation to Approve Contract for Sales & Marketing Services with San Diego Tourism Authority

6. Sales & Marketing Updates:

- **Short-Term Sales Update** – Andy Mikschl
- **Long-Term Sales Update:** - Julie Coker

7. Staff Updates:

- **Client Communications:** Rip Rippetoe

8. Sales & Marketing Committee Comment [Govt. Code §54954.2(a)(2)]

Adjournment

This information is available in alternative formats upon request. To request an agenda in an alternative format, or to request a sign language or oral interpreter, or an Assistive Listening Device ("ALD") for the meeting, please call Pat Evans at (619) 525-5131 at least five working days prior to the meeting to ensure availability. **Audio copies of Board Committee Meetings are available upon request. Please contact Pat Evans at (619)525-5131 or pat.evans@visitsandiego.com to request a copy.**

In compliance with Government Code section 54957.5, non-exempt written material that is distributed to the Board prior to the meeting will be available at the meeting or it may be viewed in advance of the meeting at the corporation's offices at 111 West Harbor Drive, San Diego, CA. Materials distributed to the board after the posting of this agenda also will be available online at visitsandiego.com. Please contact Pat Evans at (619)525-5131 or pat.evans@visitsandiego.com if you would like to pick up a copy of any material related to an item on this agenda.

Action items on this agenda may be consolidated for voting purposes into a single vote of the Board, to the extent they are routine or otherwise do not require further deliberation. A Board member may comment on an action item before it is voted upon as part of the consolidated vote; however, if a Board member wishes to discuss an action item, that item will not be included in the consolidated vote. If a member of the public wishes to comment upon an action item, they should so advise the Board chair at or before the public comment portion of the meeting, in which case that item will not be included in any consolidated vote.

Agenda Item 3

MINUTES

SAN DIEGO CONVENTION CENTER CORPORATION SALES & MARKETING COMMITTEE OF THE BOARD OF DIRECTORS

COMMITTEE MEETING OF OCTOBER 26, 2021

BOARD MEMBERS PRESENT: Chair Jeff Gattas and Director and Jaymie Bradford

BOARD MEMBERS ABSENT: Director Carlos Cota

STAFF PRESENT: Rip Rippetoe, Mardeen Mattix, Andy Mikschl and Pat Evans (Recorder)

ALSO PRESENT: Julie Coker, SDTA President & CEO,

1. **Call to Order:** Chair Jeff Gattas called the meeting to order at 11:05 a.m. at 111 West Harbor Drive, San Diego, California. Chair Gattas announced that since this meeting is being conducted via teleconference, the first action is to perform a roll-call to determine which Board members are present on this call:

Director Gattas – Present
Director Cota – Absent
Director Bradford - Present

Chair Gattas further noted that all votes would be recorded via roll-call vote and all Directors were present except Director Cota.

2. **Non-Agenda Public Comment:** None

3. **Approval of Minutes of May 18, 2021 Sales & Marketing Committee Meeting:**

Directors Bradford and Gattas moved and seconded, respectively, to approve the minutes from the May 18, 2021 meeting.

Director Gattas – Aye
Director Cota - Absent
Director Bradford – Aye

Vote: Unanimous

AYES: 2

NAYS: 0

ABSTENTIONS: 0

4. **Chair's Report:** None.

5. **Discussion Item(s):**

A. Update re: San Diego Tourism Authority Long-Term Sales Strategy

Julie Coker, SDTA President & CEO, reported the following:

- Kavin Schieferdecker, SDTA Chief Sales Officer, started with SDTA approximately two weeks ago and during that time he has completed his orientation and has toured the hotel partners' facilities. He is scheduled to meet with Andy Mikschl on Thursday to become familiar with convention center operations.
- Kavin has also reviewed the Program of Work for fiscal year 2022 and the Sales & Marketing Agreement between SDCCC and SDTA and the sales strategy prepared by Shimo (Christine Shimasaki).
- Kavin will be meeting with the entire SDTA sales team on Tuesday and Wednesday of next week prior to the SDTA annual meeting.
- The SDTA sales team will be focusing on placement and prioritization of events. The SDCCC finance staff has provided SDTA with event P&L statements to review regarding event profitability. As a part of the new sales strategy, the SDTA team will now be ranking all of the potential business groups based on:
 - Time of year the event takes place,
 - Food & beverage spend; and
 - Attendance
- Based on the event ranking, SDTA will determine which events to place at the Center. Once space is allocated to the higher ranking events, staff can then review lower ranking events to fill in holes in the calendar. Staff will also review the lower ranking events to determine if there are ways to increase their ancillary spend.
- SDTA staff will also be reviewing potential event budgets to ensure that events can meet their anticipated ancillary services spend threshold.
- SDTA is exploring the lucrative corporate event market. In the past, corporate events were not given a high priority due to the lack of space in the facility and the lack of hotel rooms. Staff is now developing a strategy that will allow the Center to potentially hold back some space within the two-five year window and look for corporate pieces of business that can be placed within that time period. It will take a commitment from SDTA, SDCCC and the hotel partners to achieve this goal.
- SDTA is also examining potentially shortening the event booking period. Instead of booking fifteen years into the future, the team may only book ten years into the future. The team will also be examining events booked in past years to determine their value vis-à-vis the value of current new proposed events.
- These new strategies will be incorporated into the new sales and services contract with SDCCC. Additionally the reporting structure to SDCCC will be enhanced and improved (i.e. reporting monthly instead of quarterly).

- Mr. Schieferdecker discussed the SDTA webinar hosted by SDTA this morning.
- Current SDCCC clients participated on the webinar and they provided very positive feedback regarding the event support they received from the SDCCC and SDTA teams.
- Mr. Schieferdecker also indicated the competitive landscape is changing with expansion projects occurring throughout the country and the local group needs to be prepared by strategizing on how to capture the right business.

6. **Sales & Marketing Updates:**

- **Short Term Sales Update:** Mr. Mikschl reported the following:
 - Events booked through September 2021: - 5 (compared to 3 in 2020) and 13 total events (compared to 5 in FY 2021).
 - September Attendees: - 5,360 (compared to 2,750 in September, 2020) and total attendees of 31,660 (compared to 7,750 in 2020)
 - September Room Nights: -310 (compared to 509 in 2020) and total room nights of 1,910 (compared to 509 in 2020)
 - Monthly Rental Revenue: \$81,100 (compared to \$55,304 in 2020) and total rental revenue is \$204,720 (10.2% of annual goal) compared to \$85,304 last year.
 - Clients are still experiencing uncertainty; however, staff has booked a corporate event for May of next year which is projecting \$500,000 in food and beverage revenue. Consumer local events are ramping up and smaller local meetings have been booked.
 - The Auto Show has officially cancelled for this year based on the current state of the auto industry, i.e. lack of inventory and uncertainty regarding admission for children under 12 year of age and access to the show for children, which would seriously impact event attendance. The event is very excited about next year's show.
 - Staff is continuing to be selective about the type of business booked.
- **Long-Term Sales Update:** Ms. Coker reported the following:
 - Sales Activity Report – September 2021- Ms. Coker reported that long-term sales has booked 1 convention (vs. -0- for this period last year) and 3 total conventions year-to-date (compared to 4 last year). Staff have booked 51,204 room nights for September (vs. -0- for this period last year) and total room nights of 112,136 (compared to 72,348 in 2020)
 - September Attendance: 18,500 (vs. -0- in 2020). Total attendance this year is 40,500 compared to 36,700 last year.
 - The SDTA team is working to build the sales “funnel” as tentative room nights are currently standing at approximately 200,000 room nights which will make it difficult to reach the 760,000 room night goal.

- Although clients are not focused on future dates, staff is encouraging them to lock in future dates as soon as possible because the center is still an in-demand building.
- There is a lot of activity with Convention Service staff either providing tours of the facility or working on planning for upcoming events for existing clients.
- SDTA is still attempting to fill the Washington, D.C. sales position to handle the D.C., Maryland and Virginia clients. Phyllis Azama is managing those accounts in the meantime.
- Client activity is improving and in-market meetings are increasing in Chicago and the D.C. area.
- San Diego is also well represented at industry meetings (MPI, PCMA and IMEX).
- Ms. Coker believes the team will meet its room night goal; however, it will take a lot of hard work.

7. **Staff Updates:** Mr. Rippetoe reported the following:

- Staff is keeping abreast of all of the vaccine mandates and information regarding new guidelines.
- Staff is developing a system for tracking employee vaccines and proof of negative tests.
- A lot of time is being spent on regular maintenance and upkeep of the venue. There were not as many leaks during the latest rain event as there have been in years past.

7. **Sales & Marketing Committee Comment** [Govt. Code §54954.2(a)(2)]: Director Bradford noted that the Chamber is closely following OSHA regulations and could provide assistance to the center with information if needed. Director Bradford also commented on the article in the Los Angeles Times which compared the California and Florida tourism industries. Ms. Coker reported that California had a strong contingency attending the United Kingdom Travel trade show. She also noted that consumer confidence has risen with regards to travel in California and consumers now feel that California is better prepared for visitation than Florida. With hard work and an infusion of funds from the State that were committed to positive messaging, California has managed to close the “perception gap” regarding its readiness to accommodate visitors.

There being no further business, the meeting adjourned at 11:35 a.m.

CERTIFICATION

I, Jeff Gattas, Chair of the Sales & Marketing Committee of the Board of the Directors of San Diego Convention Center Corporation, Inc., do hereby certify that the foregoing is a true and correct copy of the minutes of the business transacted by the Sales & Marketing Committee of the Board of Directors of the San Diego Convention Center Corporation, Inc. at a duly noticed meeting held on October 26, 2021.

Jeff Gattas, Chair

SALES AND MARKETING SERVICES CONTRACT
Between
SAN DIEGO CONVENTION CENTER CORPORATION
And
SAN DIEGO TOURISM AUTHORITY
CONTRACT NO.

This Sales And Marketing Services Contract (“Contract”) is entered into effective July 1, 2022, by and between SAN DIEGO CONVENTION CENTER CORPORATION (“Corporation”), a California non-profit public benefit corporation with primary offices located at 111 West Harbor Drive, in San Diego City and County, California and San Diego Tourism Authority (“SDTA”), a private, non-profit, mutual benefit corporation with primary offices at 750 B Street, Suite 1500, in San Diego City and County, California, referred to herein individually as “a party” and collectively as “the Parties”.

RECITALS

WHEREAS, the San Diego Convention Center (“Center”) located at 111 West Harbor Drive, San Diego, California 92101, generates significant economic benefits for the greater San Diego region by hosting international and national conventions and trade shows in a world-class facility; and

WHEREAS, Corporation, pursuant to the Third Amended and Restated Management Agreement (“Agreement”) with the City of San Diego (“City”), manages, markets and operates the Center; and

WHEREAS, San Diego City Council resolution R-307350 dated July 1, 2022 authorizes a First Addendum to said Agreement permitting Corporation to assign certain sales, marketing and promotion obligations under the Agreement to a third party, with the City’s approval through its Mayor and City Council, for events that are booked at the Center more than eighteen (18) months in advance, including booking, allocating meeting space, and pricing such events (“Services”); and

WHEREAS, SDTA also generates significant economic benefits for the greater San Diego region and is in the business to promote and market San Diego County as a vacation destination and convention site for the benefit of business and the local community and desires to contract with Corporation to perform said services; and

WHEREAS, Corporation and SDTA desire to unify long term sales and marketing of the Center related to long term events to provide a unified presence in the marketplace and maximize the economic impact of events hosted in the Center; and

WHEREAS, Corporation has elected and SDTA has agreed as set forth herein to provide said services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the Parties agree as follows:

SECTION 1: CONTRACT DOCUMENTS

1.1 The contract documents consist of this Contract and one (1) exhibit, which may be amended from time to time:

Exhibit A: Convention Center Facility Rental & Contracting Guidelines

Exhibit B: Template of the Program of Work

The exhibit (the “Exhibit”) is attached hereto and incorporated by reference herein as if fully set forth, including any amendments that may be made to the Exhibit from time to time. The Exhibit sets forth the guidelines of the Services and other programs to be undertaken by SDTA in furtherance of the objectives set forth in this Contract.

1.2 This Contract replaces and supersedes all prior contracts, amendments and Administrative or Operating Memoranda by and between the Parties on the subject matter herein. However, this Contract is subject to the Agreement between Corporation and City for management of the Center including all Addendums thereto, and the 1998 Convention Center Management Agreement between City and the San Diego Unified Port District (the “Port/City Agreement”). To the extent this Contract conflicts with the Agreement or the Port/City Agreement, the terms of the Agreement and the Port/City Agreement control.

SECTION 2: SCOPE OF WORK

2.1 All efforts of the SDTA’s citywide sales/services efforts are to promote, market, advertise, and publicize the Center to conventions, trade shows, conferences, and other events that will seek to maximize hotel room night generation from the destination, produce economic benefit to the region, and maximize operation revenue for the Convention Center. During the Initial Term of this Contract, and during any Extension Term, SDTA agrees to provide the following services (“the Services”) to the Corporation specific to the long term sales and marketing of the Center:

- A. Long term/citywide sales efforts
- B. Convention Services support for definite-booked citywide conventions
- C. Citywide convention marketing support

2.2 An Annual Program of Work outlines the SDTA’s strategies and plans for the upcoming year.

2.2.1 Content

- Market assumptions/considerations for the year
- Sales strategies & tactics to be undertaken in the upcoming year
- Short-term (18 months -5 years) and long-term (5+ years) initiatives by group

- Segment (association, trade show, corporate, affinity)
- Outline of SDTA marketing support required for these initiatives
- Proposed trade show/industry event participation
- Proposed in-market sales missions & client events
- Proposed familiarization (FAM) events to be hosted in San Diego
 - SDTA's consumer marketing plan which influences convention attendee behavior
- Citywide Sales/Services Team Deployment
- Preview of Convention Services calendar of conventions arriving from July 1
 - of the fiscal year through the next 18 months
- Performance Metrics/Targets (ie, team room night goal)

2.2.2 Budget- SDTA's proposed annual line-item budget shall contain a detailed breakdown of proposed expenditures for the contract year directly attributable to the Services required by this Contract, performance measures, and any additional information Corporation may require. This breakdown will include, but not be limited to: total salary & benefits costs, operations costs such as travel & entertainment, event registration and exhibit costs, membership dues & subscriptions, office supplies, and phone/IT costs.

2.2.3 Deadlines for Annual Program of Work and Annual Line-Item Budget

At least ninety (90) days before the first day of the contract year, SDTA shall submit to Corporation a proposed annual program of work ("Annual Program of Work") and a proposed annual line-item budget (Annual Line-Item Budget") for selling the Center for the contract year. At least thirty (30) days before the first day of the contract year, Corporation shall notify SDTA in writing whether SDTA's proposed Annual Program of Work is approved. In the initial year of this Contract, the annual program of work and the annual line-item budget shall be submitted within thirty days after signature of this Contract. The proposed Annual Program of Work, which will be agreed upon annually, shall establish performance metrics for the Contract. Corporation may not unreasonably withhold approval of the Annual Program of Work. The following factors shall be considered in determining whether a proposed Annual Program of Work (including the performance metrics contained therein) shall be reasonably approved:

- A proposed Annual Program of Work that provides for substantially equal (or better) work as compared to a past Annual Program of Work that was previously approved by Corporation weighs in favor of approval, provided that SDTA was substantially in compliance with the performance metrics set under the past approved Annual Program of Work;
- A proposed Annual Program of Work that provides for substantially equal (or better) work as called by data forecast as set forth by a reputable industry firm (ie: STR, Tourism Economics, etc.) to the Corporation weighs in favor of approval.
- A proposed Annual Program of Work may deviate from the above factors, and still be required to

be reasonably approved, if warranted by external circumstances such as economic recession, significant shifts in industry trends, expansion of the Center, and/or significant external political restrictions. Corporation's unreasonably withholding of approval of the Annual Program of Work shall be considered a material breach of this Contract.

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2.3 SDTA's Performance

2.3.1 Performance

SDTA shall perform all work in the approved Annual Program of Work and all reasonably related tasks requested by Corporation in an efficient and professional manner. Performance of the Annual Program of Work is a material obligation of this Contract and failure to meet such performance measures as shown in the Annual Program of Work will be considered a "Material Breach" as specified in Section 8 of this Contract. SDTA shall at all times use its best efforts to identify, attract, and secure national convention and trade show business for the Center. SDTA shall perform all work within the limitations of the approved Annual Line-Item Budget.

Performance measures within the Annual Program of Work must include:

- Room Night Goals for the proposed fiscal year.
- Revenue (facility rental fees) projection for the proposed fiscal year as specifically provided for within the Program of Work.
- Beginning in FY '24, room night crossover targets for each year for the next 10 years.
- Attendance-growth strategies
- Ancillary income targets

2.3.2 Separate Accounts

SDTA shall keep accurate records and accounts of funds paid to it by Corporation pursuant to this Contract, and shall keep such accounts and records separate and identifiable from all other accounts.

2.3.3 Trade Associations

SDTA shall join any trade associations mutually agreed upon by SDTA and Corporation. Any cost for joining any such associations shall be included in the approved Annual Line-Item Budget.

2.3.4 Cooperation

SDTA shall at all times cooperate in good faith with Corporation and with Corporation's in-house staff.

2.3.5 Compliance with Corporation Policies

SDTA shall comply with all Corporation policies, resolution, rules and regulations, as they apply to the work being performed by SDTA under this Contract.

2.4 Reporting

2.4.1 Progress Reports

To update the Corporation on its progress, the SDTA shall:

- Submit monthly Sales Activity Reports to the Corporation
- Submit a mid-year report detailing its progress in meeting the objective and goals set forth in the Annual Program of Work
- Attend Corporation's Sales & Marketing Committee meetings
- Attend, as requested from Corporation, and San Diego City Council EDI&R meetings
- Submit end of year summary report
- Citywide Sales Strategy Session: at least every three years, SDTA will plan and execute a strategy session with an outside facilitator to include the President/CEO and sales leadership from both the Corporation and SDTA and sales leadership from the key citywide hotel partners (Hilton, Marriott, Hyatt, & Omni) to ensure alignment towards strategy & philosophy of attracting citywide conventions for the Corporation.
- Submit mid-year and end of year report on staffing levels, to ensure budgeted line items for staffing have been reasonably utilized as outlined in the budget for the fiscal year.

SECTION 3: COMPENSATION

3.1 Beginning July 1, 2022,, , Corporation shall pay to SDTA for the performance of those services by SDTA described in this Contract the total amount of \$2,650,000 annually, payable in equal monthly amounts of \$220,833.34 within five (5) business days of submittal of monthly invoices.

3.2 Compensation for each subsequent year of the Initial Term shall be determined through an annual negotiation between Corporation's Sales/Marketing Committee and SDTA, which shall be submitted to the Corporation's Board of Directors and SDTA's Board of Directors for approval at the time of or before approval of the Corporation's budget for the next fiscal year; provided, however, that the annual

compensation will increase at least 3% per year during the term of this Contract without further approval of the Board of Directors. In the event the Parties fail to reach agreement by that time, the Parties may proceed under the Alternative Dispute Resolution procedures set forth in Section 8.7 hereof.

3.3 Unless otherwise agreed between the Parties, SDTA shall submit to Corporation an invoice on the first day of each month for one twelfth of the annually approved fee, payable within five days of receipt as set forth above.

SECTION 4: TERM; OPTION TO EXTEND

4.1 This Contract shall be in effect for an initial term of five years ("Initial Term") commencing on July 1, 2022 and terminating on June 30, 2027, unless sooner terminated as provided herein.

4.2 Following the Initial Term, Corporation may extend the term for one additional five (5) year term ("Extension Term") by giving ninety (90) days written notice to SDTA. Beginning with the first Extension Term (fifth year of the Contract beginning June 30, 2027) Corporation's annual decision to extend the Initial Term for the additional term will take into consideration, among other factors, SDTA's fulfillment of the performance goals set forth in the Annual Program of Work and conditional upon agreement by the Parties on the compensation to be paid for the Extension Term.

SECTION 5: REPORTING REQUIREMENTS; OBLIGATIONS

5.1 SDTA shall provide to Corporation, in a form suitable for presentation, written status reports on the programs and activities funded pursuant to this Contract. These reporting requirements shall include but are not limited to monthly activity reports on sales and bookings, quarterly reports with a presentation to the Corporation's Board of Directors, and semiannual reports to the Economic Development and Strategies Committee of the San Diego City Council and the full San Diego City Council. The Corporation shall approve the timing, form and content of such status and outcome reports, which shall include the extent to which SDTA's performance of Services pursuant to this Contract is contributing to the fulfillment of the objectives of this Contract, including the production goals set forth in the Annual Program of Work.

5.2 Business and Financial Records; Inspection. SDTA shall maintain accurate financial books and business records consisting of all records related to the Services provided pursuant to this Contract ("Books and Records"). Said Books and Records shall be maintained in accordance with generally accepted accounting principles, and shall include, but not be limited to: contracts with approved subcontractors, agreements with licensees; invoices, memoranda, correspondence, any and all other information on business transactions directly or indirectly pertaining to the Services provided for in this Contract.

SDTA shall preserve the Books and Records for this Contract and all prior contracts between the Parties (if any), throughout the term of this Contract and for an additional four (4) years following termination of the Contract. SDTA shall make the Books and Records available for audit and examination by Corporation.

During the term of this Contract, and for an additional four years following termination of the

Contract, SDTA shall allow Corporation or its auditors, at all reasonable times, to inspect and copy said Books and Records.

5.3 SDTA agrees to be bound by the City of San Diego Equal Employment Opportunity Ordinance (Municipal Code Chapter 2, Article 2, Division 27). Said ordinance specifies the provisions of the City of San Diego Equal Employment Opportunity Program, which is administered under this Contract by Corporation.

5.4 SDTA shall comply with all California State and Federal Wage and Hour laws and all California and Federal laws and regulations governing employment and conditions of employment. SDTA shall comply with the Workers' Compensation Act of the State of California and any amendments thereto that are applicable.

5.5 SDTA shall assume full responsibility for the actions of all SDTA personnel performing Services pursuant to this Contract, and shall be solely responsible for their supervision, direction and control, and for payment of salaries (including withholding and payment of personal income taxes, unemployment insurance, disability insurance and Social Security) as required by applicable federal, state and local laws. Personnel supplied by SDTA to perform any Services pursuant to this Contract shall be deemed to be employees of SDTA and shall not, for any purpose, be considered employees or agents of Corporation.

5.6 SDTA shall advise all employees performing services pursuant to this Contract of the City of San Diego's DRUG FREE WORKPLACE POLICY (City Council Policy #100-17) which states: The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited at the San Diego Convention Center. Employees of SDTA must agree to the terms of this policy as a condition of employment and be advised that violations of this policy shall result in appropriate disciplinary action up to and including termination, and that if an employee is convicted of a violation of a criminal drug statute, occurring in the workplace, said employee is required to notify his or her supervisor of this in writing no later than five (5) calendar days after such conviction.

5.7 SDTA shall comply with the City of San Diego Living Wage Ordinance (San Diego Municipal Code Section Chapter 2, Article 2, Division 42).

5.8 SDTA shall comply with the City of San Diego Equal Benefits Ordinance (San Diego Municipal Code Section Chapter 2, Article 2, Division 43). In accordance with the Equal Benefits Ordinance, SDTA must certify that it will provide and maintain equal benefits to its employees with spouses and its employees with domestic partners for the duration of this Contract, and notify employees at the time of hire and during open enrollment. Failure to maintain equal benefits is a material breach of this Contract.

5.9 SDTA and its employees, agents and representatives shall comply with all applicable federal, state and local laws in the performance of this Contract.

5.10 Booking Guidelines. SDTA and its employees, agents and representatives shall follow the Convention Center Facility Rental & Contracting Guidelines (Exhibit "A").

5.11 Media Inquiries. SDTA or the Corporation will be the primary contact responsible for media requests and general communication for events booked by their respective Sales Teams. The Corporation will handle all media inquiries specific to operations of the Center.

SECTION 6: COOPERATION; ACCESS TO DATA; DISPUTE RESOLUTION

6.1 Mutual Cooperation. Each of the Parties agrees to fully cooperate in good faith with the other in connection with the services provided under this Contract and matters related to or arising hereunder, including without limitation, SDTA's cooperation with Corporation to enable Corporation to analyze and utilize data which may be collected as a result of activities performed under this Contract.

6.2 Records Access. SDTA shall provide Corporation with data and records related to the provision of Services under this Contract which are necessary for compliance with City audits.

6.3 Negotiation of Disputes. This shall constitute negotiations contemplated in Section 8.7 below and thereafter the remaining provisions of Section 8.7 shall govern to the extent applicable.

SECTION 7: PROPERTY RIGHTS AND OWNERSHIP

7.1 All deliverables and work product of SDTA (and their respective subcontractors) of every type and form purchased or produced under this Contract and, all equipment, hardware, software, or programs, for which the Corporation has paid pursuant to said Contract or otherwise; including but not limited to web sites, domain names, other electronic files, intellectual property, writings, art work, advertising; layouts, brochures, photographs, films, slogans, logos, production (including but not limited to radio and/or television commercials), collateral materials, jingles, announcements, statements, and speeches, shall be the sole property of Corporation, free of any right, title or interest of any kind in SDTA and its respective subcontractors, and SDTA shall transmit the same, and any rights associated therewith, to Corporation at the conclusion or termination of this Contract, or upon Corporation's request prior thereto. SDTA shall always retain sole ownership to its property (including but not limited to trademarks, copyrights, and patents) developed independently from, prior to, or outside the scope of work of this Contract.

7.2 Notwithstanding the foregoing, SDTA shall have a non-exclusive license for the duration of this Contract to use any of the intellectual property, writings, art work, advertising, layouts, brochures, photographs, films, slogans, logos, production (including but not limited to radio and/or television commercials), collateral materials, jingles, announcements, statements, and speeches, referred to above.

SECTION 8: TERMINATION

8.1 Termination by Expiration. This Contract shall terminate upon expiration of its Initial Term or Extension Term, unless extended in writing by mutual agreement of the Parties pursuant to Section 4 of this Contract, or unless sooner terminated pursuant to the provisions of this Section.

8.2 Termination by Mutual Consent. The Contract may be terminated by mutual consent of the parties.

8.3 Termination for Cause. In the event that SDTA shall default in the material obligations or conditions set forth in this Contract and such default continues unremedied for thirty (30) business days after written notice of said material default to SDTA, thereupon, at Corporation's option, this Contract may be terminated, however, Corporation must always first proceed under the Dispute Resolution procedures set forth in Section 8.7 hereof. The following circumstances shall be considered material for purposes of this section:

a. No approved Annual Program of Work or approved Annual Line-Item Budget. In the event that Corporation does not approve an Annual Program of Work and/or an Annual Line-Item Budget at least forty-five (45) days before the first day of the next contract year (subject to the reasonableness restrictions described above), the Corporation may terminate on the last day of the current contract year.

b. Failure to Perform the Annual Program of Work. In the event that SDTA fails to meet its obligations under the Annual Program of Work, when the obligations are viewed overall and over time, the Corporation may terminate the Contract with ninety (90) days notice.

c. Non-Appropriation. The continuation of this Contract is contingent upon the appropriation of funds to fund this Contract by the City and the receipt of such funds by the Corporation. In the event the Corporation does not receive funds from the City to pay for the services provided by SDTA in accordance with the Contract, Corporation must provide written notice of same to SDTA within 10 calendar days from when the Corporation receives notice. and In the event that funding from the City is reduced, Corporation reserves the right to reduce the annual compensation equal to but not to exceed the amount of the funding reduction from the City, to ensure the financial stability of the Corporation. The parties agree to negotiate in good faith to find a mutually agreeable annual compensation amount in light of the reduced funds from the City.

d. Change in External Control of SDTA. The Corporation may terminate this Contract with 30 days' notice to SDTA in the event that there is a change of external control at the SDTA (SDTA's duties under this Contract are assumed by a different entity or SDTA is merged with another entity or replacement of the majority of its board members within a 90-day period). Internal changes at SDTA such as election of new directors (subject to the majority change discussed previously), election of new officers, or bylaw amendments shall not qualify as a change in external control at the SDTA for purposes of this section. The termination of this Contract shall take effect at the end of the then fiscal year or within six months, whichever is a later date, but subject to modification as necessary to comply with the dispute resolution procedures outlined herein.

e. Bankruptcy. SDTA shall file a voluntary petition in bankruptcy or proceedings in bankruptcy shall be instituted against it and shall not be dismissed within 120 days after filing, or any court shall take jurisdiction of SDTA and its assets, pursuant to proceedings brought under the provisions of any federal reorganization act, or a receiver of SDTA's assets shall be appointed, or an assignment shall be made for benefit of creditors, or SDTA shall permanently be prevented by a final action of any federal or state from conducting or operating its business; or

f. Abandonment or Inability. SDTA abandons in whole or in part its Services provided for by this Contract or becomes unable to perform its Services under this Contract and such abandonment or inability continues for a period of thirty (30) days after SDTA's receipt of written notice from Corporation specifying such abandonment or inability.

8.5 Rights and Obligations upon Termination. On the effective date of termination of this Contract, SDTA shall immediately cease operations and Services hereunder, and surrender to Corporation all real and intellectual property belonging to it. All documents and records maintained by SDTA pursuant to or in connection with its performance of this Contract shall be promptly delivered to Corporation for copying, but in no event later the effective date of termination. Corporation shall pay SDTA any sums owing to SDTA pursuant to this Contract on or before the effective date of termination.

8.6 No Waiver of Breach or Default. Failure of either party to strictly and promptly enforce any of its rights to declare a default, require cure of default, and/or terminate this Contract shall not operate as a waiver of the default, breach, or Corporation's rights, or to defeat or affect in any way the rights of either party with respect of any such continuing or subsequent default or breach. No waiver shall be inferred from or implied by anything done or omitted by either party, except an express written waiver. All rights and remedies of either party with respect to default and breach shall be cumulative and not alternative. Each party expressly reserves the right to enforce any and all rights it has herein at any such time as the party, in its sole discretion, deems appropriate.

8.7 Dispute Resolution. The Parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Contract whatsoever by prompt negotiation as follows: Either party may initiate negotiations by written request to the other party setting forth the particulars of the dispute, the terms of the Contract involved in the dispute, and a suggested resolution. The Parties shall meet within twenty (20) days of receipt of the written request and shall meet as often as they mutually deem necessary to exchange relevant information and resolve the dispute. If a dispute cannot be settled through such informal negotiations, the Parties shall submit the dispute to non-binding mediation administered by a neutral professional mediator affiliated with and under the rules of the National Dispute Resolution Center ("NDRC"), Judicate West or JAMS, before having recourse in a court of law. If either Party refuses to participate in mediation, they shall not be entitled to recover attorneys' fees as provided in this Contract even if they ultimately prevail.

Any such mediation shall be held in San Diego, California. The Parties agree to select a mediator from NDRC's or JAM's panel of approved neutrals.

Any expenses of witnesses (including expert witnesses) for either side shall be paid by the Party producing such witnesses. All other expenses of the mediation, including required traveling and expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties, unless they agree otherwise.

Any agreements resulting from mediation shall be documented, in writing. All mediation results and documentation, by themselves, shall be "non-binding" and inadmissible for any purpose in any legal proceeding, unless such admission is otherwise agreed upon, in writing, by both Parties. Mediators shall

not be subject to any subpoena or liability and their actions shall not be subject to discovery.

If mediation fails to resolve the dispute, then the dispute shall be submitted to binding arbitration in San Diego, CA with the National Dispute Resolution Center (“NDRC”), Judicate West or JAMS to be governed by its commercial rules in effect at the time of submission. The Parties understand and agree that this arbitration provision means they waive any and all rights to jury trial. Only one arbitrator will be allowed. Either Party may enforce the award of the arbitrator. The decision of the arbitrator is final and binding and may be entered as judgment in any Court of competent jurisdiction. The Parties understand that they are waiving their rights to a jury trial.

The Party demanding arbitration shall submit a written claim to the other Party, setting out the basis of the claim. The responding Party shall have thirty (30) days in which to respond to this demand in a written answer. Within sixty (60) days after a written claim is initiated, the Parties shall select an arbitrator. If the Parties are unable or unwilling to agree on an arbitrator within that time, the National Dispute Resolution Center (“NDRC”), Judicate West or JAMS shall select the arbitrator. The arbitration shall take place in San Diego, CA at a time and place selected by the arbitrator. The fees and costs imposed by the arbitrator and the National Dispute Resolution Center (“NDRC”), Judicate West or JAMS shall be borne equally. The prevailing party shall be entitled to recover all reasonable attorneys’ fees and costs from the non-prevailing party.

8.8 Continued Performance During Dispute Resolution. Unless this Contract is terminated pursuant to Section 8, and as long as Corporation is complying with all terms of this Contract, including but not limited to, making all payments invoiced for Services, SDTA shall not cease performance of this Contract during the resolution of any dispute and shall continue to perform in accordance with the terms of the Contract. All other provisions of the Contract shall remain in full force and effect during the dispute resolution process.

SECTION 9: CORPORATION’S DUTIES

9.1 Cooperation

- a. Corporation shall cooperate in good faith with SDTA and SDTA’s staff. Corporation shall attend meetings reasonably requested by SDTA related to the services required by the Contract, provided that SDTA provides sufficient advance notice to Corporation, so that Corporation has reasonable opportunity to arrange attendance.
- b. Corporation shall work cooperatively and in good faith with SDTA to negotiate facility charges with potential clients, provided, however, that SDTA understands and agrees that Corporation has the final right to determine all facility charges.

9.2 Notification of Corporation Policies

Corporation shall provide SDTA with updates of policies, resolution, rules and regulations that are necessary for SDTA's compliance with the requirements of this Contract.

9.3 Corporation Reporting

Corporation shall provide SDTA with information related to the services required by this Contract in a timely and complete manner, so as not to delay SDTA's performance of reporting requirements that may be dependent on such information.

9.4 Maintenance of Records

SDTA shall maintain all of its records relating to this Contract on a generally accepted accounting basis and allow Corporation the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by SDTA for three years after Corporation makes a final payment and all other pending matters are closed.

9.5 Ownership of Documents

All documents of any nature including, but not limited to, reports, drawings, works of art and photographs, produced by SDTA for the purpose of marketing and selling the Center are the property of Corporation, and it is agreed by the parties that such documents are works made for hire. SDTA hereby conveys, transfers, and grants to Corporation all rights of reproduction and the copyright to all such documents.

SECTION 10: NON-DISCRIMINATION

10.1 SDTA shall not, in connection with the performance of work under this Contract, discriminate against any employee or applicant for employment because of race, color, religion, creed, national origin, ancestry, age, sexual orientation, handicap, or disability.

10.2 SDTA shall not, in connection with the performance of work under this Contract, discriminate because of race, color, religion, creed, national origin, ancestry, age, sex, sexual orientation, handicap, or disability against any licensee, applicant for a license, invitee, patron, or any other person attending, employed in, or participating in any event or activity at the Center. SDTA shall ensure that all employees, including supervisory employees, assigned on either a permanent or part-time basis to provide services under this Contract shall have been instructed, prior to such assignment, regarding laws and regulations against harassment and other forms of discrimination based on sex, race, color, religion, creed, national origin, age, disability, and sexual orientation.

10.3 SDTA shall ensure that its employees performing services pursuant to this Contract are familiar with Corporation Policy regarding Harassment, and do not engage in any form of behavior which would contribute to a hostile work environment for employees of Corporation, or other contractors of Corporation and, upon being made aware of any such behavior through notice from the Corporation or otherwise, shall take-prompt and effective corrective action.

10.4 SDTA shall indemnify and hold harmless Corporation, its Board, officers, representatives, contractors, agents and employees, in both individual and official capacities, against all suits, claims, damages, losses and expenses including but not limited to reasonable attorney's fees, arising out of any failure by SDTA, its officers, representatives, contractors, agents or employees to comply with the terms of this Section.

SECTION 11: INDEMNIFICATION

11.1 SDTA, at its expense, shall indemnify, defend, and hold harmless Corporation, City of San Diego, San Diego Port District and their respective members, officers, directors, agents and employees, from all suits, claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of performance of this Contract and caused or claimed to be caused by SDTA, its employees, agents, or officers, or anyone engaged by SDTA in the performance of this Contract. To the extent the foregoing applies, claims arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of Corporation, City of San Diego, or San Diego Port District, and their respective agents, officers, or employees, in combination with the active or passive negligent acts or omissions of SDTA, its employees, agents, or officers, are covered. SDTA's duty to defend, indemnify, and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of Corporation, City of San Diego, or San Diego Port District, their agents, officers, or employees. Corporation shall give SDTA prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification hereunder, provided, however, that lack of such notice shall not necessarily be a waiver of SDTA's indemnification of Corporation. The obligations herein shall not be construed to negate or abridge any other obligation of indemnification running to Corporation, which would otherwise exist.

11.2 Corporation, at its expense, shall indemnify, defend and hold harmless SDTA, its Board, officers and employees, from all suits, claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of Corporation's obligations under this Contract and caused or claimed to be caused by Corporation, its employees, agents, or officers related to Corporation's obligations under this Contract. To the extent the foregoing applies, claims arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of SDTA, and its respective agents, officers, or employees, in combination with the active or passive negligent acts or omissions of Corporation, its employees, agents, or officers, are covered. Corporation's duty to defend, indemnify, and hold harmless shall not include any claims or liabilities arising from the sole negligence or sole willful misconduct of SDTA, its agents, officers, or employees. SDTA shall give Corporation prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification hereunder, provided, however; that lack of such notice shall not necessarily be a waiver of Corporation's indemnification of SDTA. The obligations herein shall not be construed to negate or abridge any other obligation of indemnification running to SDTA, which would otherwise exist.

SECTION 12: GENERAL PROVISIONS

12.1 SDTA is and shall remain an independent contractor. Neither SDTA nor its agents or employees shall act as officers, agents, or employees of Corporation. SDTA has no authority to assume or

create any commitment or obligation on behalf of Corporation, or to bind Corporation in any manner, except as otherwise set forth herein. This Contract does not constitute a partnership or joint venture, and does not confer any ownership or other rights, titles or interests, except as specified herein.

12.2 Force Majeure. The obligation of any party to perform any acts herein shall be suspended during the period such performance is prevented by acts of God; war; riot; invasion; fire; accident; strike or walkout; government interference, regulation, appropriation, or rationing; or by inability to secure goods because of the foregoing conditions. The obligation to perform shall resume immediately upon cessation of the force majeure condition(s).

12.3 Notices. Any notice required by this Contract shall be deemed to have been sufficiently communicated when (1) personally delivered or (2) on the second (2nd) business day after mailing by overnight delivery, postage prepaid:

to Corporation addressed:

President and Chief Executive Officer
San Diego Convention Center Corporation
111 West Harbor Drive
San Diego, California 92101

with copies to:

General Counsel
San Diego Convention Center Corporation
111 West Harbor Drive
San Diego, California 92101

or to SDTA addressed:

President and Chief Executive Officer
San Diego Tourism Authority
750 B Street, Suite 1500
San Diego City, California 92101

In the event that notice is provided by either party under Section 8 (Termination: Default) of this Contract, such notice shall also be provided to the City of San Diego addressed to and with a copy as follows:

Chief Operating Officer
The City of San Diego
202 C Street, 11th Floor
San Diego, California 92101

City Attorney
The City of San Diego
1200 Third Avenue, Suite 1620
San Diego, California 92101

12.4 Subordination. This Contract and the obligations of Corporation herein shall be subordinate to any ground and premises leases, and to obligations (including deeds of trusts, mortgages, bonds, and all instruments supplemental thereto), and all renewals, modifications, consolidations, replacements and extensions thereof, created or given by Corporation with respect to the Center. SDTA hereby covenants and agrees that it will at any time required by Corporation, during the term hereof and any extension or renewal, give and execute all further assurances as may be reasonably required to evidence and effectuate this subordination provision, to the holder or holders of any such leases or obligations.

12.5 Binding on Successors and Assigns. The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties and each of their respective successors and assigns, subject to

the limitations on assignment and subcontracting set forth herein below.

12.6 Severability. The Parties agree that any provision of this Contract that is held to be illegal, invalid or unenforceable under present or future laws shall be fully severable. The Parties further agree that this Contract shall be construed and enforced as if the illegal, invalid or unenforceable provision had never been a part of them and the remaining provisions of the Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Contract. Any failure by Corporation to enforce a provision of the Contract is not to be construed as a waiver by Corporation of this right to do so.

12.7 Assignment and Subcontracting. SDTA shall not assign or transfer any interest in this Contract, whether by assignment or novation, without the prior written consent of Corporation.

12.8 Modifications and Amendments. No amendment or modification of this Contract shall be valid or binding unless made in writing and signed on behalf of each party by a duly authorized representative.

12.9 Singular, Plural, and Gender. As used herein, the singular shall include the plural and the masculine shall include the feminine or neuter.

12.10 Headings. All section and paragraph headings are for reference and convenience only and do not alter, amend, explain, interpret or otherwise affect the terms and conditions of this Contract.

12.11 Applicable Law, Jurisdiction and Venue. This Contract is made and entered into in the State of California and its interpretation and enforcement and the construction of its terms shall be governed by California law. Jurisdiction and venue for any dispute resolution proceeding hereunder shall be in the appropriate state or federal court located in San Diego County, California.

12.12 Entire Agreement. This Contract represents the sole and entire agreement between Corporation and SDTA, and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, except to the extent that it is subject to the Agreement between Corporation and City and the Port/City Agreement.

12.13. Standard of Care; Licenses. SDTA shall perform the Services in a skillful and competent manner. SDTA shall be responsible to Corporation for any errors or omissions in its performance of the Services. SDTA represents and warrants to Corporation that it has in effect, and shall retain, throughout the term hereof, all licenses, permits, qualifications and approvals of whatever nature are required to practice its profession and perform the Services under this Contract.

12.14 Counterparts. This Contract may be signed in counterparts, and the counterparts taken together shall be deemed an original executed agreement. A signature may be delivered to the parties by fax or scanned and e-mailed document, and such fax or scanned signature shall be accepted and effective as an original signature.

12.15 Survival. The indemnification provisions set forth in this Contract and all provisions hereof which by their terms must necessarily be performed after the termination of this Contract shall survive such termination or expiration.

12.16 Compliance with Law. Contractor shall comply with applicable laws in effect at the time the Services are performed hereunder which, to the best of its knowledge, information and belief, apply to its obligations under this Contract.

12.17 Insurance. Notwithstanding the indemnification requirements of this Contract, SDTA shall, at its sole cost and expense, procure and maintain the following types and limits of insurance, containing the additional insured endorsements and cancellation clause set forth herein. Said insurance coverage shall be in effect from the effective date of this Contract until termination of the Contract. Upon demand of Corporation, SDTA shall deliver certificates of insurance evidencing the following coverage and endorsements:

- (1) **Commercial General Liability** policy with coverage as broad as ISO CG0001 in the occurrence form providing coverage against claims for bodily injury or death and property damage occurring in or upon and resulting from SDTA's performance under this Contract. Such insurance shall be primary and not require contribution from any of the additional insureds other insurance coverages, and shall afford immediate defense and indemnification, as named additional insureds, to CORPORATION, the CITY OF SAN DIEGO and SAN DIEGO UNIFIED PORT DISTRICT, to the limit of not less than \$1,000,000.00;
- (2) If SDTA intends or will use any vehicles in connection with this Contract, SDTA shall provide **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 0001) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall only be necessary to cover liability arising out of Contractor's use, if any, of vehicles in connection with this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.
- (3) Worker's Compensation Insurance as required by law;

All insurance policies provided by SDTA in satisfaction of this Section, other than Worker's Compensation insurance, shall include the following **additional insured endorsement** language:

SAN DIEGO CONVENTION CENTER CORPORATION, INC., CITY OF SAN DIEGO, SAN DIEGO UNIFIED PORT DISTRICT, AND THE MEMBERS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THESE THREE ENTITIES ARE NAMED AS ADDITIONAL INSURED.

Should any of the above-described policies be cancelled before the expiration date thereof, SDTA will promptly provide written notice to the Corporation, as soon as SDTA becomes aware of the cancellation. If

directed by Corporation, SDTA shall immediately obtain substitute insurance, acceptable to Corporation in its sole discretion and evidenced by an appropriate certificate and endorsement, within 10 days of the cancellation. Failure to comply with the insurance requirements herein shall be considered a material breach of this Contract.

The Parties agree and SDTA understands that the specified coverage or limits of insurance in no way limit the liability of SDTA. SDTA shall maintain, with respect to each such policy or agreement, evidence of such insurance coverage and endorsements required by this Contract.

In the event SDTA fails to provide the required certificates and endorsements of insurance by the due dates, after written notice to SDTA, Corporation shall have the right to cause policies meeting the requirements of this section to be issued in SDTA's name and the premiums for such insurance shall be payable by SDTA to Corporation.

IN WITNESS WHEREOF, the Parties have duly executed duplicate originals of this Contract on the date set forth on the first page hereof.

San Diego Convention Center Corporation

San Diego Tourism Authority

By: _____

By: _____

Its: Clifford "Rip" Rippetoe
President & CEO

Julie Coker
Its: President & CEO

Date: _____

Date: _____

Approved as to form:

General Counsel
San Diego Convention Center Corporation

EXHIBIT A

Agenda Item 6



SAN DIEGO CONVENTION CENTER/ SHORT TERM SALES DECEMBER 2021 SALES ACTIVITY REPORT



CONTACT: Andy Mikschl, *Executive Vice President, Sales, San Diego Convention Center*
 Andy.mikschl@visitsandiego.com | 111 West Harbor Dr., San Diego, CA 92101
 619.525.5282

SHORT TERM BOOKING ACTIVITY

Conventions, Corporate Events, Consumer Shows, Community Events, & Local Meetings

DEFINITE		FY22 DECEMBER 2021	FY21 DECEMBER 2020	CUMULATIVE FYTD 2022	CUMULATIVE FYTD 2021
	EVENTS	5	3	29	11
	ATTENDANCE	13,725	20,500	75,201	39,950
	ROOM NIGHTS	300	440	8,825	949
	RENTAL REVENUE	\$123,565	\$96,031	\$727,522	\$240,215

FY22 PERCENT TO GOAL

Convention Center Rental Revenue

	GOAL	YTD	PERCENT TO GOAL
CONTRACTED RENTAL REVENUE	\$2,000,000	\$727,522	36.37%

CONTRACTED SHORT TERM EVENTS/ DEC 2021

EVENT NAME	EVENT DATES	PROJECTED ATTENDANCE	PEAK ROOMS	ROOM NIGHTS	RENTAL
Alliance of Health Care Sharing Ministries	12/12/21	15	0	0	\$1,725
Panasonic Sales Meeting	01/25/22	10	0	0	\$1,800
San Diego Tattoo Arts Festival	08/05/22	4,000	0	0	\$38,190
Navy Gold Coast Small Business Opportunity Conference	09/06/22	1,700	125	300	\$53,600
Fully Charged Live North America 2022	09/08/22	8,000	0	0	\$28,250
TOTAL		13,725		300	\$123,565

CONTRACTED SHORT TERM EVENTS/ FY22 YTD

EVENT NAME	EVENT DATES	PROJECTED ATTENDANCE	PEAK ROOMS	ROOM NIGHTS	RENTAL
Electrical Training Institute Graduation	09/17/21	600	0	0	\$7,560
SD County Taxpayers Annual Golden Watchdog	10/06/21	500	0	0	\$3,240
Athletic Championships/Varsity Spirit	12/17/21	5,000	320	800	\$25,800
Encore Championships SD Showdown	02/18/22	8,200	320	800	\$33,200
CA Bridal & Wedding Expo 2021	04/30/22	5,000	0	0	\$7,700
Celebration of Life for Father Joe Carroll	08/09/21	500	0	0	\$8,720
So CA Level 3,4,5 Gymnastics Championships	11/19/21	3,000	0	0	\$14,800
SD Spirit Royale / Spirit Network	01/22/22	3,500	0	0	\$22,600
Millenials Film Shoot	09/29/21	10	6	10	\$4,000
San Diego Community Assist ICU Awards	10/23/21	250	0	0	\$1,500
The IR Show Winter 2022 / Simple Logic	01/31/22	500	100	300	\$49,800
Level 6-10 State Gymnastics Championships	03/25/22	3,000	0	0	\$15,400
X-Stem San Diego / Science Spark	04/18/22	1,600	0	0	\$10,400
San Diego Symphony Orchestra Board Dinner	11/01/21	110	0	0	\$3,240
CREtech San Diego 2022	03/22/22	1,200	200	500	\$46,437
Inside Quantum Technology 2022	05/10/22	300	50	250	\$18,900
Ameriprise Financial National Conference 2022	05/12/22	2,800	1,420	4,260	\$131,550
BPI West 2023 / Informa Connect	02/27/23	400	250	750	\$66,460
Warrior Expo West 2023 / ADS	04/05/23	5,000	275	575	\$45,600
Spirit Royal Showdown/ The Spirit Network	12/11/21	3,000	50	100	\$18,400
Sidecar Health Meeting ICW NAIC	12/12/21	6	0	0	\$1,150
Bridal Bazaar Fall 2022	08/21/22	2,000	0	0	\$11,300
San Diego Fall Home Show 2022	09/10/22	5,000	0	0	\$17,000
AKC Meet the Breeds 2022	09/10/22	10,000	90	180	\$39,200

CONTRACTED SHORT TERM EVENTS/ FY22 YTD (CONT)

EVENT NAME	EVENT DATES	PROJECTED ATTENDANCE	PEAK ROOMS	ROOM NIGHTS	RENTAL
Alliance of Health Care Sharing Ministries	12/12/21	15	0	0	\$1,725
Panasonic Sales Meeting	01/25/22	10	0	0	\$1,800
San Diego Tattoo Arts Festival	08/05/22	4,000	0	0	\$38,190
Navy Gold Coast Small Business Opportunity Conference	09/06/22	1,700	125	300	\$53,600
Fully Charged Live North America 2022	09/08/22	8,000	0	0	\$28,250
TOTAL		75,201		8,825	\$727,522

Agenda Item 6



PRIMARY MARKET

Conventions, Trade Shows, Corporate & Incentive Events

DEFINITE	FUTURE YR BOOKINGS	DECEMBER 2021	DECEMBER 2020	CUMULATIVE FY2022	CUMULATIVE FY2021	CUMULATIVE FY2019
	CONVENTIONS	3	2	10	9	17
	ATTENDANCE	10,500	5,700	89,981	60,400	99,275
	ROOM NIGHTS	15,007	12,161	173,361	123,599	176,401

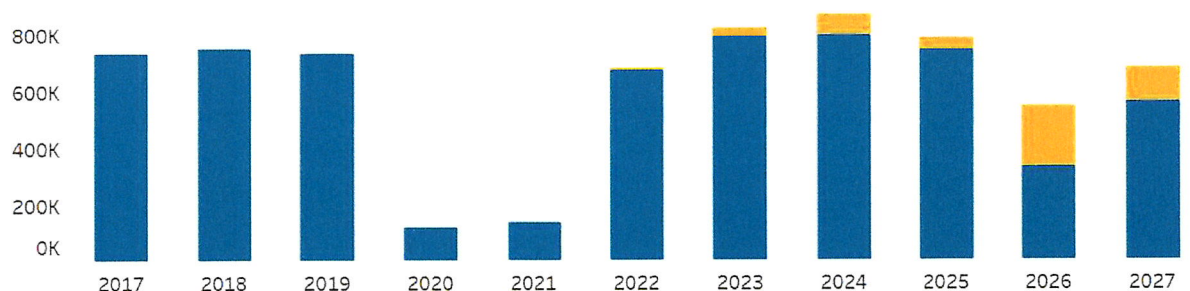
TENTATIVE	FUTURE YR BOOKINGS	DECEMBER 2021	DECEMBER 2020	CUMULATIVE FY2022	CUMULATIVE FY2021	CUMULATIVE FY2019
	BOOKINGS	7	7	34	29	42
	ATTENDANCE	32,280	40,000	207,700	187,300	435,400
	ROOM NIGHTS	79,051	81,153	413,373	384,703	900,279

FY2022 TOTAL ROOM NIGHTS FOR FUTURE BUSINESS

	CUMULATIVE FY2022	CUMULATIVE FY2019
DEFINITE TOTAL ROOM NIGHTS	173,361 -2%	176,401
TENTATIVE TOTAL ROOM NIGHTS	413,373 -55%	900,279

ROOM NIGHT SUMMARY

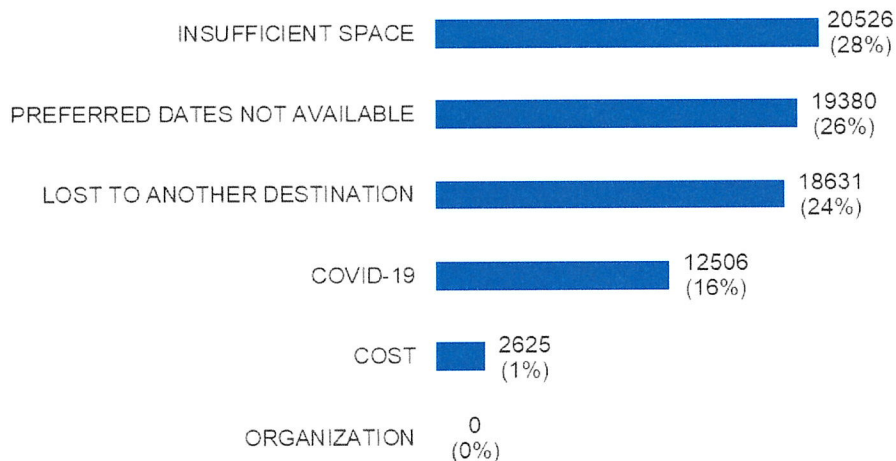
Figures based on calendar year.



Tentative Room Nights						3K	33K	67K	44K	209K	117K
Definite Room Nights	728K	746K	732K	120K	134K	673K	787K	796K	740K	330K	560K
Definite Conventions	43	43	57	14	12	52	46	40	32	20	24

DEFINITE EVENTS BREAKDOWN*Conventions, Trade Shows, Corporate & Incentive Events, DECEMBER 2021*

Account Name	Event Date	Begin Date	Event Date	End Date	Peak Room Nights	Estimated At- tendance	Definite Room Nights
Clarion Events	9/9/2023		9/15/2023		1,200	5,000	4,130
American Society for Quality	5/13/2024		5/16/2024		1,085	3,000	2,972
Jack Henry & Associates	9/7/2025		9/12/2025		2,250	2,500	7,905
Total					4,535	10,500	15,007

BREAKDOWN OF LOST BUSINESS*Conventions, Trade Shows, Corporate & Incentive Events, DECEMBER 2021***SITE INSPECTIONS (In-Person)***Definite Events unless otherwise denoted, DECEMBER 2021*

Account Name	Event Begin Date	Event End Date	Estimated Attendance	Estimated Room Nights
American Chemical Society	3/20/2022	3/24/2022	11,250	24,048
American Trucking Associations	10/22/2022	10/26/2022	3,000	6,512
AVID Center	6/27/2022	6/29/2022	5,000	9,129
	7/26/2022	7/29/2022	5,000	9,129
Cisco Systems Inc./George P. Johnson	6/9/2025	6/12/2025	17,000	54,727

CLIENT APPOINTMENTS

- AMERICAN ASSOCIATION FOR CANCER RESEARCH
- AMERICAN ASSOCIATION OF CRITICAL-CARE NURSES
- AMERICAN COLLEGE OF SURGEONS
- AMERICAN DENTAL HYGIENISTS' ASSOCIATION
- AMERICAN HOSPITAL ASSOCIATION
- AMERICAN PLANNING ASSOCIATION
- ASSOCIATION OF AMERICAN MEDICAL COLLEGES
- CHICK-FIL-A
- GLOBAL BUSINESS TRAVEL ASSOCIATION
- GOLF COURSE SUPERINTENDENTS ASSOCIATION OF AMERICA
- HEART RHYTHM SOCIETY
- HMP COMMUNICATIONS, LLC/US PSYCH CONGRESS
- INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
- LEADING AGE
- MEDICAL GROUP MANAGEMENT ASSOCIATION
- MEETINGS & INCENTIVES WORLDWIDE
- NATIONAL APARTMENT ASSOCIATION
- NATIONAL BUSINESS AVIATION ASSOCIATION
- NATIONAL INDIAN GAMING ASSOCIATION
- NUTANIX
- PCMA
- SAS GLOBAL FORUM
- SOCIETY FOR HUMAN RESOURCE MANAGEMENT
- SOCIETY FOR SIMULATION IN HEALTHCARE
- STREAMLINE EVENTS
- TORO (ICW TO GOLF COURSE SUPERINTENDENTS ASSOCIATION OF AMERICA)
- THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA
- WORKHUMAN
- ZE SUMMIT

INDUSTRY APPOINTMENTS

- ASSOCIATION FORUM HOLIDAY SHOWCASE; 14 CLIENT ATTENDEES
- CALIFORNIA COMEBACK TASK FORCE
- CRW-WEST COAST DMO BOARD MEETING
- CVB REP HOLIDAY CLIENT EVENT
- DESTINATION REPS
- PCMA CAPITAL CHAPTER ANNUAL AWARDS CEREMONY
- SAN DIEGO/CHICAGO ANNUAL CLIENT BREAKFAST EVENT; 50 CLIENT ATTENDEES
- VISIT CALIFORNIA EVENT/RECEPTION, THE PENDRY CHICAGO
- VISIT CALIFORNIA SITE HOLIDAY EVENT - HUTTON HOUSE MINNESOTA; 56 PLANNERS