

THE WESTIN

BOOK CADILLAC
DETROIT

Please email to Mireille Philmon at mireille.philmon@marriott.com

AMENDMENT TO LETTER OF INTENT

OFFICIAL PROGRAM DATE & RATE CHANGE

The following addendum reflects the changes made to the previous definite agreement, signed **April 27, 2021**, between **The Westin Book Cadillac Detroit**, located at 1114 Washington Boulevard, Detroit, MI, 48226, (313) 442-1600, and 14th Annual INCOSE Great Lakes Regional Conference. Below, *I have listed the revised specifications for your event that represent the revised program Monday November 29 – Thursday December 2, 2021*. This addendum, once signed by both parties, will effectively stand as an addendum to the original contract. **All other clauses of the original agreement remain in effect.**

CONTACT: Name: Jack Stein
Organization: International Council on Systems Engineering
Street Address: 7670 Opportunity Road Ste 220
City, State, Postal Code: San Diego, CA 92111-2222
Phone Number: (248) 890-2855
E-mail Address: jack.stein@incose.org

NAME OF EVENT: **14th Annual INCOSE Great Lakes & North-Central Regional Conference**
REFERENCE #: **M-IWWEZ3J**
REVISED PROGRAM DATES: **Monday, November 29 – Thursday, December 2, 2021**

Revised Rooms Information: The Hotel agrees that it will provide, and 14th Annual INCOSE Great Lakes & North-Central Regional Conference intends to use, **90 cumulative room nights** in the pattern set forth below:

Date	Day	Traditional King	Total Rooms
11/29/2021	Mon	15	15
11/30/2021	Tue	30	30
12/01/2021	Wed	30	30
12/02/2021	Thu	15	15

Revised Group Room Rates: Hotel room rates are subject to applicable state and local taxes (currently **15.0%**) in effect at the time of check out.

Start Date	End Date	Room Type	Room Rate
11/29/2021	12/02/2021	Traditional King	\$212.00

Revised Cut Off Date: Reservations for all guests must be received on or before **November 15, 2021, (the “Cutoff Date”)**. After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel’s discretion, will accept reservations at 14th Annual INCOSE Great Lakes & North-Central Regional Conference’s group rate, on a space and rate available basis.

Revised Attrition: Hotel is relying upon International Council on Systems Engineering’s use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. International Council on Systems Engineering agrees that a loss will be incurred by Hotel if International Council on Systems Engineering’s actual usage is less than eighty percent (80%) of the Room Night Commitment.

Hotel agrees to allow for a twenty percent (20%) reduction in the Room Night Commitment. At the conclusion of International Council on Systems Engineering’s Event, Hotel will subtract the rooms revenue derived from the Event (excluding revenue derived from pre- and post- program stays) and the amount of any permissible attrition International Council on Systems Engineering has taken from the Room Night Commitment set forth above. Any remaining amount will be posted as attrition charges to International Council on Systems Engineering’s Master Account, plus applicable taxes.

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.

Revised Function Agenda: Based on the requirements outlined by International Council on Systems Engineering, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

This is a preliminary function agenda and will be revised collaboratively, as soon as Group finalizes it's agenda.

Date	Day	Start Time	End Time	Function Type	Set-Up Style	Expected	Room Rental
11/30/2021	Tue	9:00 AM	5:00 PM	Set Up	Special	150	\$1,000.00
11/30/2021	Tue	9:00 AM	5:00 PM	Exhibits	Special	1	
11/30/2021	Tue	12:00 PM	5:00 PM	Meeting	Special	30	\$350.00
11/30/2021	Tue	1:00 PM	5:00 PM	Meeting	Special	30	\$350.00
12/1/2021	Wed	9:00 AM	5:00 PM	Meeting	Special	150	\$1,500.00
12/1/2021	Wed	9:00 AM	5:00 PM	Meeting	Special	50	\$350.00
12/1/2021	Wed	9:00 AM	5:00 PM	Meeting	Special	30	\$350.00
12/1/2021	Wed	9:00 AM	5:00 PM	Exhibits	Special	1	
12/1/2021	Wed	10:00 AM	4:00 PM	Continuous Break		150	
12/1/2021	Wed	9:00 AM	5:00 PM	Breakout	Special	50	\$350.00
12/1/2021	Wed	12:00 PM	1:30 PM	Lunch Buffet	Rounds of 10	150	\$700.00
12/1/2021	Wed	5:00 PM	11:00 PM	Reception	Special	200	\$500.00
12/2/2021	Thu	9:00 AM	5:00 PM	Meeting	Special	150	\$1,500.00
12/2/2021	Thu	9:00 AM	5:00 PM	Meeting	Special	50	\$350.00
12/2/2021	Thu	9:00 AM	5:00 PM	Exhibits	Special	1	
12/2/2021	Thu	10:00 AM	5:00 PM	Continuous Break		150	
12/2/2021	Thu	12:00 PM	1:20 PM	Lunch		150	
12/2/2021	Thu	9:00 AM	5:00 PM	Breakout	Special	50	\$350.00
12/2/2021	Thu	9:00 AM	5:00 PM	Meeting	Special	30	\$350.00
12/2/2021	Thu	12:00 PM	1:30 PM	Lunch Buffet	Rounds of 10	150	\$700.00
12/3/2021	Fri	9:00 AM	5:00 PM	Meeting	Special	30	\$350.00
12/3/2021	Fri	9:00 AM	5:00 PM	Meeting	Special	50	\$350.00

All meeting room, food and beverage, and related services are subject to applicable taxes (currently **6.0%**) and service charge (**25.0%**) in effect on the date(s) of the event.

CONDITIONAL CREDIT

The parties acknowledge that Group was contractually obligated to hold an event at Hotel on October 2-7, 2021 (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 **\$20,328.00**, which shall be referred to herein as the "Original Program Dates Cancellation Fee." Group agrees to pay **\$6,328.00** of the Original Program Dates Cancellation Fee no later than **October 7, 2021**. **October 26, 2021** Provided that such payment is received in full and by that date, the Hotel agrees that the remaining **\$14,000.00** of the Original Program Dates Cancellation Fee will be waived, provided that Group (i) actually holds the rescheduled 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 ninety percent (90%) of the contracted rooms revenue and ninety percent (90%) of the contracted food and beverage revenue.

Group acknowledges that Hotel has been damaged by Group's cancellation of the Original Event and that the provision of this credit 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 credit will no longer be available, and will be void and of no value. For purposes of clarity, if the rescheduled event is not held or if it is held and actually generates less than ninety percent (90%) of the contracted

rooms revenue and ninety percent (90%) of the contracted food and beverage revenue, the Original Program Dates Cancellation Fee will be due, no credit will be provided, and Group will owe any amounts due hereunder (including any amounts due for attrition associated with or for the cancellation of the event which is the subject of this Amendment).

Please indicate your acceptance by signing and returning this document by **Monday, October 3, 2021**, via email to mireille.philmon@marriott.com. Once signed, it will be considered in full force and effect, and it will serve as an official addendum to the contract.

Approved and authorized by International Council on Systems Engineering:

Name: Jack Stein

Title: Asst Director, INCOSE Americas

Signature: *Jack Stein*
jack.stein@incose.org

Date: 10/08/2021

Approved and authorized by Hotel:

Name: Mireille Dizard Philmon

Title: Director, Centralized Multi-Hotel Sales

Signature: *Mireille Philmon*
Mireille.Philmon@marriott.com

Date: 10/08/2021