

|  |
| --- |
| **GROUP SALES AGREEMENT** |

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Fairfield Inn and Suites El Reno, 1501 Domino Drive, El Reno OK 73036 and the City of El Reno FEMA Training

ORGANIZATION: OFBCA Powerlifting

CONTACT:

 Name: Chuck Atchison

 Street Address: PO Box 580

 City, State, Postal Code: El Reno, OK 73036

 Country: United States

 Phone Number: 936.465.8472

 Fax Number:

 E-mail Address: catchison@elrenops.org

NAME OF EVENT: OFBCA Powerlifting

OFFICIAL PROGRAM DATES: Arrival Date March 12 – Departure Date March 14, 2020

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Account agrees that it will be responsible for utilizing, #1700 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Start Date** | **End Date** | **Room Type** | **Single** | **Double** | **Triple** | **Quadruple** |
| 03/12/20 | 03/14/20 | KING | $84.00 | $84.00 |  |  |

Hotel’s room rates are subject to applicable state and local taxes (currently 14.39 %) in effect at the time of check-out.

Based upon Account's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

 Single: $79.00

 Double: $79.00

Hotel room rates are subject to applicable state and local taxes (currently 14.39]%) in effect at the time of check-out.

**COMMISSION**

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

**METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees directly with Marriott reservations at Hotel Phone Number.

**GUARANTEED RESERVATIONS**

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

**CUT-OFF DATE**

Reservations by attendees must be received on or before February 24, 2020. At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Account group rate after this date.

**NO ROOM TRANSFER BY GUEST**

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

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Reservation Method. : Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment) OR Room and tax charges to Master Account OR All charges to Master Account].

**METHOD OF PAYMENT**

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

Account will raise any disputed charge(s) within [NUMBER OF DAYS] days after receipt of the invoice. The Hotel will work with Account 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.

Account 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)

[ x ] Company check or Electronic Funds Transfer

[ ] \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[agreed alternative]

Account may not change this form of payment.

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

**ATTRITION – Rooms Per Night**

Hotel is relying upon Account’s nightly use of the Room Night Commitment and, if applicable, the Minimum Food and Beverage Revenue. Account agrees that a loss will be incurred by Hotel if Account’s actual usage is less than ninety percent (90%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a ten percent (10%) reduction in the nightly Room Night Commitment, provided that Account makes a written request for that reduction between the date the Agreement is fully executed and 60 days prior to Account’s arrival date.  Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group’s average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Account’s Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum 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.

**POTENTIAL DELAY OF HOTEL OPENING**

Hotel currently anticipates an opening date of June 1, 2018. If at any time Hotel’s anticipated opening changes to a date within 10 days of the Event, Hotel will notify the client as soon as reasonably practical, but in no event later than five (5) business days after learning of the changed opening date. The client will then have five (5) business days to terminate this Agreement, if it so desires, upon written notification to the Hotel, in which case any deposits will be returned and neither party will have any further obligations to the other pursuant to this Agreement.

**CANCELLATION**

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

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

**IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or 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 Account 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 Account 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**

Account 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.

**COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

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

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

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

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

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

**REWARDS PROGRAM – QUALIFIED FOR REWARDING EVENTS**

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Account has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

The Rewarding Events program is only available to 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 Account’s own policies permit the Member identified below to receive Rewarding Events points or airline miles for the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at [marriottrewards.com](http://www.marriott.com/rewards/terms/earning.mi), and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The Member identified below to receive either Points or airline miles may not be changed without such Member’s prior written consent. By inserting the airline mileage account information, the Member elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

GROUP MUST CHECK **ONE** OPTION BELOW:

 The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) certifies that she/he is qualified to participate in the Rewarding Events program for the Event.

Member Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Marriott Rewards Program Member Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*If airline miles are desired instead of Rewarding Events Points, please also provide:

Frequent flier airline miles account number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Airline Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR

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

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

**ACCEPTANCE**

When presented by the Hotel to Account, this document is an invitation by the Hotel to Account to make an offer. Upon signature by Account, this document will be an offer by Account. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Account at any time prior to Account’s execution of this document, the outlined format and dates will be held by the Hotel for Account on a first-option basis until [DATE]. If Account 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, Account 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 Account:

Name: (Print)

Signature: (Sign) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: (Print)

Date:

Electronic Signature

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

Approved and authorized by Hotel:

Name: (Print) \_\_Cyndi Lundy\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: (Print) \_\_General Manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: January 14, 2020\_

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.”