

**dba Sheraton Bucks County Langhorne**  
**CATERING SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between [REDACTED] dba Sheraton Bucks County Langhorne, 400 Oxford Valley Road, Langhorne, PA, 19047, (215) 547-4100 and [REDACTED] outlines specific conditions and services to be provided.

**ORGANIZATION:** [REDACTED]

**CONTACT:** [REDACTED] & [REDACTED]

**TITLE:** Event Organizers

**ADDRESS:** [REDACTED]

**PHONE:** [REDACTED] & [REDACTED]

**E-MAIL:** [REDACTED] [REDACTED] [REDACTED]

**NAME OF EVENT:** [REDACTED] PENNSCY PAA

**OFFICIAL PROGRAM DATES:** Friday, 07/14/2023 - Sunday, 07/16/2023

**REFERENCE:** M-M8SDYYZ

**Event Schedule**

**FUNCTION SPACE**

Prior to the submission of the final schedule of events, the Hotel retains the right to reassign any meeting rooms or function space to accommodate all of the Hotel's business needs.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
07/14/2023	Fri	3:00 PM	11:59 PM	Meeting	Theatre	30	\$250.00	Widener Room
07/14/2023	Fri	3:00 PM	11:59 PM	General Session	Theatre	500	\$5,000.00	University Ballroom
07/14/2023	Fri	3:00 PM	11:59 PM	Meeting	Theatre	30	\$200.00	LaSalle Room
07/14/2023	Fri	12:00 PM	11:59 PM	Storage	Special	1	\$200.00	Lehigh Room
07/14/2023	Fri	3:00 PM	11:59 PM	Meeting	Theater	50	\$300.00	Princeton 1 Ballroom
07/14/2023	Fri	3:00 PM	11:59 PM	Meeting	Theatre	50	\$300.00	Princeton 2 Ballroom
07/14/2023	Fri	TBD	TBD	Coffee Break	Special	500		University Foyer
07/15/2023	Sat	12:00 AM	11:59 PM	Meeting	Theatre	50	\$300.00	Princeton 1 Ballroom
07/15/2023	Sat	12:00 AM	11:59 PM	General Session	Theatre	500	\$5,000.00	University Ballroom
07/15/2023	Sat	TBD	TBD	Coffee Break	Special	500		University Foyer
07/15/2023	Sat	12:00 AM	11:59 PM	Meeting	Theatre	30	\$200.00	LaSalle Room
07/15/2023	Sat	12:00 AM	11:59 PM	Meeting	Theatre	50	\$300.00	Princeton 2 Ballroom
07/15/2023	Sat	12:00 AM	11:59 PM	Storage	Special	1	\$200.00	Lehigh Room
07/15/2023	Sat	12:00 AM	11:59 PM	Meeting	Theatre	30	\$250.00	Widener Room
07/15/2023	Sat	12:00 AM	11:59 PM	Meeting	Schoolroom	50	\$300.00	Villanova Room
07/16/2023	Sun	12:00 AM	3:00 PM	Meeting	Theatre	50	\$300.00	Princeton Ballroom
07/16/2023	Sun	12:00 AM	3:00 PM	Meeting	Theatre	30	\$200.00	LaSalle Room
07/16/2023	Sun	TBD	TBD	Coffee Break	Special	500		University Foyer
07/16/2023	Sun	12:00 AM	3:00 PM	Storage	Special	1	\$200.00	Lehigh Room
07/16/2023	Sun	12:00 AM	3:00 PM	Meeting	Theatre	30	\$250.00	Widener Room

Labor charges, such as bartender fees, wait staff fees and room rental charges are subject to applicable gratuity and tax. Groups claiming tax exemption privileges must submit a copy of tax exemption form when the Agreement is returned. The State / Local taxing authorities may also require proof that payment was received directly from the tax exempt organization. If that support is not provided, taxes will be assessed. A fifty-dollar (\$50.00) service charge will be applied to food and beverage functions of less than twenty five (25) people.

#### **FUNCTION SPACE**

Based on the preliminary requirements indicated by [REDACTED] Hotel has reserved function space outlined on the Function Agenda. A tentative program must be provided to the Hotel by (120) days prior to the group arrival date and a definite program (30) days prior to arrival date of 07/14/2023. If tentative program is not received by due date, space will be held based on the preliminary program. Any changes in the agenda, (i.e., number of people, time function space, etc.), should be given to Hotel as soon as such changes are known. Any on-site room set-up changes may result in additional labor or other charges; based on the changes requested.

#### **FUNCTION SPACE CHARGES**

Based on the function space requirements identified on the Function/Event Agenda outlined in this agreement, Hotel's function space fees are \$13,750.00. Additional charges will apply to increased space booked.

#### **FOOD AND BEVERAGE MINIMUM REVENUE REQUIREMENT**

The Hotel is relying upon food and beverage functions outlined on the Function Agenda. [REDACTED] agrees to be responsible for payment of the following minimum food, beverage, meeting room rental, audio/visual and setup charge revenue from catered functions (excluding service fees, gratuities and taxes), \$3,000.00. This is the minimum amount will be responsible to pay regardless of any drop in attendance or cancellation of functions. Average cost pricing is used to determine minimum revenue requirements. Client agrees minimum revenue requirement is not a final cost but a minimum obligation to hotel. All food, beverage, audio/visual, room rental and setup charges are subject to prevailing gratuities/service fees and taxes.

**Coffee charged by the gallon Reduced from \$80.00 to \$30.00 per gallon, plus tax and service charge.**

#### **BANQUET FUNCTION**

[REDACTED] must confirm all menu selections and arrangements in writing no later than 30 days prior to event. If such confirmation is not received by that date, requested menu selections may not be available. This contract is based on current pricing for food, beverage, room rental and audio/visual equipment rental exclusive of tax and gratuities/service fees. If the minimum food and beverage requirements as outlined below are not met, [REDACTED] agrees to pay Hotel the difference.

It is the responsibility of [REDACTED] to call the Hotel catering office to guarantee attendance no later than three (3) business days prior to the first day of the meeting/function. The Hotel will be prepared to set up to a five percent (5%) overage for a guarantee up to 200 attendees [three percent (3%) overage up to 500 attendees and two percent (2%) overage for over 500 attendees]. Once received, the guarantees cannot be decreased.

**If no guarantee is received, the expected number of guests on the original banquet event order will become the guarantee.** Charges will be based on your actual attendance or the minimum guarantees as stated in your banquet event order, whichever is greater. [REDACTED] will be liable for all food and beverage charges related to the function. Unless prior billing arrangements have been made, full payment for your function must be made one week in advance of the first event, or the hotel reserves the right to cancel the event(s) and retain any advance deposits.

#### **FOOD AND BEVERAGE**

All food and beverage must be supplied and prepared by the Hotel. This includes any food and beverage service for any Hospitality Suites, with the exception of dry snacks for the hospitality suite approved by the DOS, subject to State and local alcoholic beverage laws. Food and beverage purchased at the Hotel may not be removed from the premises due to health department regulations and applicable alcoholic beverage laws and regulations

If alcoholic beverages are to be served on the hotel premises, (or elsewhere under the hotel's alcoholic beverage license), the Hotel will require that alcohol be provided by the Hotel and that such beverages be dispensed only by hotel servers and bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

#### **GRATUITY AND TAXES**

All banquet charges are subject to a 26% taxable service charge; this includes Food, Beverage, Room Rental and Miscellaneous Items such as linens. Labor charges, such as bartender fees, wait staff fees and room rental charges are taxable. Groups claiming tax exemption privileges must submit a copy of tax exemption form when the Agreement is returned. All taxes and service charges are subject to change without notice.

### **SIGNAGE AND DISPLAYS**

Any items to be put on, affixed to or placed upon meeting room or lobby walls, or directional signs, as well as the materials used to affix such, are subject to approval by the Hotel prior to installation or display. Customer is responsible for any damage caused by signage/displays and/or any loss of the Customer's signage/displays. In the event Customer's signage/displays contain objectionable material, Hotel has the right to remove the objectionable material and cancel the event without penalty. Determination of what constitutes "objectionable materials" is in the Hotel's sole discretion and Hotel is released from any liability associated with cancellation of the event.

### **PUBLICITY MATERIALS**

For planning purposes, organization shall provide the Hotel with copies of all mailings and publicity directed to prospective meeting participants and guests when such materials are published. All signage and printed material containing the Hotel's name and logo must be approved by Hotel to insure compliance with applicable agreements and copyright laws. Advertising of any kind, including the name of the Hotel, is not permitted without prior written approval by the Hotel.

### **PERFORMANCE LICENSES**

██████████ will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that may use or request to be used at the Hotel.

### **CONDUCT OF EVENT**

██████████ agrees to conduct the functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. ██████████ agrees to be responsible for any damage done to the premises and/or equipment and furnishings during the time they are under ██████████ control or the control of any employee, guest or independent contractor of the ██████████. In the event the conduct of the attendees at the function is determined, in the Hotel's sole discretion, not to be orderly or in full compliance with applicable laws, regulations and/or Hotel rules, Hotel reserves the right to immediately terminate this contract without penalty and attendees at the function must leave the premises when instructed to do so. In the event this contract is terminated due to the conduct of the attendees of the events, Hotel shall be released from all liability associated with the contract termination. Further, in the event ██████████ misrepresents the nature of the events and the content of the events is determined to be objectionable, in Hotel's sole discretion, Hotel has the right to immediately terminate this contract without penalty and Hotel is released from all liability associated with contract termination.

Displays, exhibits, booths and other similar activity under the control of the organization must be removed from the premises no later than the time and date specified on the contract so that the room is left in a neat and clean condition. Failure to do so will result in a charge based on labor and cleaning costs.

<b>Requirements &amp; Fees</b>
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### **GUARANTEES**

A final guarantee of the anticipated number of individuals to be in attendance must be received by the Hotel by 12 noon, 3 business days prior to the Event. (Guarantees for Sunday, Monday and Tuesday Events are due by 12 noon on the Thursday prior). This guarantee is not subject to reduction and is the minimum the group will be charged for the Event. If no guarantee is received, the minimum number of attendees indicated on the Agreement, or the actual number of attendees (whichever is greater), will be considered guaranteed. The Hotel will be prepared to serve 5% over the guarantee.

### **HOTEL SERVICE CHARGE AND TAXES**

All food, beverage, audio-visual, sundry and set-up charges are subject to a 26% taxable service charge. State Sales Tax of 6% is applicable on the total charges. Groups claiming tax exemption privileges must submit a copy of the state tax exemption form when the Agreement is returned.

All food, beverage, audio-visual, sundry and set-up charges are subject to the prevailing taxable service charge and State Sales Tax. An additional labor fee will be applicable for any meal functions starting with the required menu minimum.

### **METHOD OF PAYMENT**

Full prepayment of the estimated Master Account Charges must be made by **credit card and or certified check** subject to approval by the Hotel's Accounting Department. For payment by credit card, please submit the credit card information through the secure online link or an authorization form, upon signing the agreement. Hotel will pre-authorize credit card provided for full estimated charges, **five (5) business days prior to the group arrival**.

Should attrition or cancellation charges apply the credit card that is used to guarantee payment will be utilized and charged once the group departs only if those fees apply.

### **ADVANCED DEPOSIT**

An advance payment of \$1,500.00 is due upon signature of contract and will be required in order to hold arrangements on a definite basis. This payment is due on 11/11/22 and will be credited toward the Master Account.

Failure to remit appropriate payment on a timely basis will result in cancellation of all arrangements outlined in this agreement.

Transaction Type	Charge Type	Date	Amount
		Balance Due	

The above advanced payment schedule will accomplish 100% of the estimated payment on 7/7/23 which is 5 business days prior to the Event. All payments are non-refundable.

#### **Option A**

Please submit the credit card information through the secure online link or an authorization form, upon signing the agreement. This form will be used for your advance deposit and/or guarantee of future deposits and final payments.

Bank Wire Transfer or ACH Transaction for all transactions over \$5000

- i: [HHC Information]
- ii: dba [REDACTED] dba Sheraton Bucks County Langhorne
- iii: JP Morgan Chase Depository Account # [Acct #]
- iv: ACH Routing # [Routing #]
- v: Wire Routing # [Wire Routing #]

Should group have any balance after departure date, attrition or cancellation charges, the credit card that is used to guarantee payment will be utilized and charged once the group departs only if those fees apply.

All deposits are non-refundable. Failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by Group and Group shall be liable for amounts as described in the cancellation provisions. Any and all deposits may be applied to fees or charges due to cancellation or attrition as outlined in this Agreement. Hotel reserves the right to revise the deposit schedule if Group's Event changes in size or expense.

### **TAX EXEMPT STATUS**

If [REDACTED] maintains a tax exempt status, [REDACTED] must provide hotel with a valid tax exemption certificate (30) days prior to the group arrival date, 07/14/2023, in order to be exempt from tax charges. The State / Local taxing authorities may also require proof that payment was received directly from the tax exempt organization. If that support is not provided, taxes will be assessed

### **CANCELLATION**

[REDACTED] agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. [REDACTED] agrees that cancellation of this commitment would constitute a breach of [REDACTED]'s obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would be difficult to determine Hotel's actual harm; the chart below reasonably estimates the Hotel's harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel's liability to lessen its harm by reselling [REDACTED] space and functions.] agrees to pay Hotel, as liquidated damages and not as a penalty, the amount listed in the Chart below. Immediately upon Hotel receiving cancellation notice the credit card will be charged.

Date of Cancellation	Amount of Liquidated Damages Due
0-30 days prior to 07/14/2023	= Full payment of room rental & estimated banquet charges
31-90 days prior to 07/14/2023	= 90% room rental & estimated banquet charges
91-180 days prior to 07/14/2023	= 75% of room rental & estimated banquet charges

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If [REDACTED] schedules the program contemplated by this agreement within the same geographic region as the Hotel, [REDACTED] shall be liable for the maximum amount indicated on the above chart.

Provided that [REDACTED] timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from PENNSCYPAA relating to the Cancellation.

## **General Terms & Conditions**

### **IMPOSSIBILITY**

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hotel or [REDACTED] to the other within ten (10) days of learning the basis for termination.

### **RELOCATION PROCEDURE**

In the unlikely event the Hotel is unable to provide the function space for the [REDACTED] Event; the Hotel will provide Customer with a comparable alternative arrangement. The determination of a "comparable alternative arrangement" is within the Hotel's sole discretion. If Customer does not approve of the comparable arrangement, the Hotel can terminate the agreement without penalty, and the Hotel is released from any liability associated with the Event.

### **AUDIO VISUAL EQUIPMENT & SERVICES**

For your convenience, we have state-of-the-art equipment and staff in-house through Multi Media Services Audio Visual. Special engineering requirements must be specified to our Catering Department at least 3 weeks prior to the function. Charges will be based on Labor and Service requirements.

**Requests to bring in audio visual equipment or services from an outside source must be submitted in writing to the Hotel at least thirty (30) days prior to the event date.** All requests are subject to approval by the Hotel management and fees will apply based on actual usage. Electrical and Audio Patch Fees apply if electrical and sound hook up is required. The Hotel has the right to adjust the volume on audio equipment at any time during the Event. All outside companies must provide proof of liability insurance prior to being allowed on the hotel premises.

### **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, and the like. Hotel and Organization agree to cooperate with each other to ensure compliance with such laws.

### **CHANGES, ADDITIONS, STIPULATIONS, OR DELETIONS**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or [REDACTED] 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, with the exception of the following: any attempted modifications to the paragraph titled "Governing Law/Litigation Expenses" are void. Any attempted modifications to the paragraphs titled "American Disabilities Act Compliance (ADA)" and "Indemnification" must be approved and signed by a corporate officer in Dallas, Texas.

### **GOVERNING LAW/LITIGATION EXPENSES**

This agreement shall be governed by and interpreted under the laws of the state wherein the Hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city where the Hotel is situated. The parties agree that, in the event that litigation relating to this agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorney's fees. This paragraph cannot be altered by the Hotel or Customer. Any attempts to change this paragraph are void. Venue is exclusive where the Hotel is located.

### **AMERICAN DISABILITIES ACT COMPLIANCE (ADA)**

The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

### **INDEMNIFICATION**

Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including

innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

### **MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

#### **GROUP MUST CHECK ONE OPTION BELOW:**

☒ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

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

Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_

Participating airline frequent flyer account number \_\_\_\_\_

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*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."

### **DECISION DATE**

The arrangements outlined in this agreement will be held on a first option basis until 11-11-22, the Decision Date, by which date the Hotel must receive a signed copy of this agreement. However, should another organization request these dates and be in a position to confirm immediately, \_\_\_\_\_ will be advised and given (48) hours to confirm on a definite basis. Should the Hotel not receive a signed copy of this agreement by the date set forth, the Hotel reserves the right to release all space for resale.

### **AGREEMENT SIGNATURES**

This agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before 11-11-22. Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. After this agreement has been properly executed by an authorized representative of the \_\_\_\_\_, this agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the hotel.



<b>BUCKYPAA</b>	<b>[REDACTED] dba Sheraton Bucks County Langhorne</b>
<b>Event Contact:</b> [REDACTED]	<b>Hotel Contact:</b> [REDACTED]
<b>Title:</b> Chairperson	<b>Title:</b> Sales Manager
<b>Authorized Signature:</b> [REDACTED]	<b>Authorized Signature:</b> [REDACTED]
<b>Date:</b> 11/16/22	<b>Date:</b> 11-16-22

<b>[REDACTED] dba Sheraton Bucks County Langhorne</b>	<b>[REDACTED] dba Sheraton Bucks County Langhorne</b>
<b>Hotel Contact:</b> [REDACTED]	<b>Hotel Contact:</b> [REDACTED]
<b>Title:</b> Director of Sales & Marketing	<b>Title:</b> General Manager
<b>Author:</b> [REDACTED]	<b>Auth:</b> [REDACTED]
<b>Date:</b> 11-16-22	<b>Date:</b> 11-16-22

[REDACTED] dba Sheraton Bucks County Langhorne

## GROUP SALES AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between

[REDACTED] dba Sheraton Bucks County Langhorne, 400 Oxford Valley Road, Langhorne, PA, 19047,  
(215) 547-4100 and [REDACTED] and outlines specific conditions and services to be provided.

ORGANIZATION: [REDACTED]

CONTACT: [REDACTED] and [REDACTED]

ADDRESS:

PHONE: [REDACTED] [REDACTED] s cell

E-MAIL: [REDACTED]

NAME OF EVENT: PENNSCYPAA

OFFICIAL PROGRAM DATES: Friday, 07/14/2023 - Sunday, 07/16/2023

REFERENCE: M-M8SDYYZ

### GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and [REDACTED] agrees that it will be responsible for utilizing the total number of room nights as indicated below:

Date	Day	2 Double Beds	King One Bed	Total Rooms
07/14/2023	Fri	45	30	75
07/15/2023	Sat	45	30	75

Total Number of Guestrooms: 150

Housing Method: **Booking link provided by hotel**

All guestrooms are general run-of-the-house unless otherwise set forth. Guestroom types cannot be guaranteed, and guestrooms will be reserved on a first-come, first-served basis. Guestrooms are blocked on a space available basis. The Hotel reserves the right to review and adjust the guestroom block up to 06/12/2023 to ensure the accuracy of guestroom requirements. If a reduction is rejected, a firm guarantee of a number of guestrooms and a security deposit may be required.

### GROUP ROOM RATES

Based upon [REDACTED]'s overall program requirements, Hotel is pleased to confirm the following group rates:

Start Date	End Date	Room Type	Single
07/14/2023	07/15/2023	2 Double Beds	\$125.00
07/14/2023	07/15/2023	King One Bed	\$125.00

Hotel room rates are quoted per room per night and are subject to applicable state and local taxes at time of check in. Taxes are currently 11% but are subject to change.

*Received  
CC  
Auth*



### **INDIVIDUAL RESERVATION CANCELLATION**

Upon securing a reservation in the group block with a valid form of payment, the responsible party will have up to 48 hours prior to arrival to cancel their reservation without penalty. Inside the 48 hours, the party will be charged one night room and tax via the secure form of payment that was originally provided. All subsequent nights will be cancelled automatically without additional charges. The same policy will apply to reservations that do not show or call to cancel.

### **TAX EXEMPT STATUS**

If maintains a tax-exempt status, Organization must provide hotel with a valid tax exemption certificate (30) days prior to the group arrival date, 07/14/2023, to be exempt from tax charges.

### **GROUP RATE TO BE EXTENDED BEYOND EVENT DATES**

The above confirmed group rates are applicable three days before to three days after the official meeting dates, subject to space availability.

### **SPECIAL CONCESSIONS**

In consideration of the total guest room commitment and functions outlined herein, the Hotel is pleased to offer the following special concessions:

**One (1) complimentary room for every fifty (50) rooms occupied nightly.**

### **COMMISSIONS**

The rates quoted in this letter of agreement are net, non-commissionable.

### **COMPLIMENTARY ROOMS**

A written list of complimentary guest room assignments that sets forth the guest's name and type of accommodation desired, and arrival and departure dates, shall be sent to the Hotel Convention Service Manager or designated Hotel Representative no later than (45) days prior to group arrival date. Arrival is scheduled for 07/14/2023.

### **UTILIZING COMPLIMENTARY ROOMS**

Complimentary guestrooms must be utilized during the event. Complimentary guestroom units may not be used as credit. Complimentary guestroom units not used during the event have no value.

### **CUT OFF DATE**

All guestroom accommodations will be held until 30 days prior to your meeting date, 07/14/2023. On 06/12/2023 the "Cutoff Date", all unreserved rooms will be released for sale to the public. Any reservation requests received after the "Cutoff Date" including modifications, name changes and additions for the group will be accepted on a space and rate available basis. Release of rooms for general sale following the "Cutoff Date" does not affect 's obligation as discussed in this agreement to utilize guestrooms.

### **INSURANCE**

Each party will maintain insurance sufficient to cover any claims or liabilities, which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

### **INCIDENTALS**

**At check in, each guest MUST provide a credit card or debit card for incidentals. The card will be authorized in the amount of \$250.00 for the entire stay.** The hotel releases the funds at check out. If a guest provided a credit card, the funds will return to the credit card within 2-3 business days. If guest is using a debit card, the funds take up to 5-7 business days: depending on the bank.

### **CHECK-IN/CHECK-OUT**

Check-in time is **3:00PM**. While the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, guest rooms may not be immediately available. Baggage storage will be available for a small handling fee.

Check-out time is **12:00 P.M.** Late check-out requests will be reviewed based on hotel demand. A late departure fee of \$75 per room will apply. An early departure fee of \$75 will apply to reservations that are changed after check-in. A late check-out after 3:00 P.M. is subject to a charge equal to the published (non-discounted) rate for that night.

### **METHOD OF PAYMENT**

Individuals Pay Own Room, Tax and Incidentals

### **METHOD OF RESERVATIONS**

Guests can make guestroom reservations by calling 1-888-236-2427 or BY USING BOOKING LINK PROVIDED once contract is signed. Guests must identify themselves as being with the group at the time the reservation is made to receive the special group rate.

### **HOTEL RELOCATION PROCEDURE**

In the unlikely event that the Hotel is unable to provide a guestroom to an attendee with a confirmed reservation on the day of arrival, the Hotel will provide for that attendee: (a) arrangements and payment for first nights' room charge and tax for accommodations at a comparable nearby Hotel, (b) transportation to and from the Hotel, (c) priority reservations for the first available room at the Hotel the next evening and (d) one long distance phone call of reasonable length to notify change of location. Determination of "a comparable nearby hotel" is the Hotel's sole discretion.

### **GUEST ROOM ATTRITION**

Hotel is relying on [REDACTED] to use 150 Total Room Nights. [REDACTED] agrees that a loss will be incurred by hotel should there be a reduction greater than 20% in Total Room Nights used.

Should the room nights actually used by [REDACTED] be less than 80% of the Total Room Nights, agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Total Room Nights and 's actual usage of guest rooms multiplied by the average group rate plus any applicable taxes.

Should the Hotel determine that any portion of Group's Room Block not confirmed as of the Reservation Cut-Off date, 06/12/2023, is available for resale, the Hotel will attempt to sell the unused portion of the Room Block and, if a Group room is resold, Group's attrition charges shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement in accordance with Room Block Attrition paragraphs above. If unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel's inventory to be sold.

### **CONDUCT OF EVENT**

Organization [REDACTED] agrees to conduct the functions in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. [REDACTED] agrees to be responsible for any damage done to the premises and/or equipment and furnishings during the time they are under or 's control or the control of any employee, guest or independent contractor of the organization. In the event the conduct of the attendees at the function is determined, in the Hotel's sole discretion, not to be orderly or in full compliance with applicable laws, regulations and/or Hotel rules, Hotel reserves the right to immediately terminate this contract without penalty and attendees at the function must leave the premises when instructed to do so. In the event this contract is terminated due to the conduct of the attendees of the events, Hotel shall be released from all liability associated with the contract termination. Further, in the event Organization misrepresents the nature of the events and the content of the events is determined to be objectionable, in Hotel's sole discretion, Hotel has the right to immediately terminate this contract without penalty and Hotel is released from all liability associated with contract termination.

Displays, exhibits, booths and other similar activity under the control of the organization must be removed from the premises no later than the time and date specified on the contract so that the room is left in a neat and clean condition. Failure to do so will result in a charge based on labor and cleaning costs.

### **CANCELLATION**

agrees to provide Hotel with written notice of any decision to cancel agreement within five (5) days of such decision. agrees that cancellation of this commitment would constitute a breach of 's obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would be difficult to determine Hotel's actual harm and the chart below reasonably estimates the Hotel's harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel's liability to lessen its harm by reselling 's space and functions.] agrees to pay Hotel, as liquidated damages and not as a penalty, the amount listed in the chart below. Immediately upon Hotel receiving cancellation notice the credit card will be charged.

Date of Decision to Cancel

Amount of Liquidation Damages Due

0-30 days prior to 07/14/2023

= Full payment of guest rooms

31-90 days prior to 07/14/2023

= 90% of guest rooms

91-180 days prior to 07/14/2023

= 75% of guest rooms

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If Organization schedules the program contemplated by this agreement within the same geographic region as the Hotel, Organization shall be liable for the maximum amount indicated on the above chart.

Provided that Organization notifies the Hotel of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Hotel agrees not to seek additional damages from Organization.

All deposits may be applied to fees or charges due to cancellation as outlined in this Agreement.

**IMPOSSIBILITY**

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hotel or [REDACTED] to the other within ten (10) days of learning the basis for termination.

**COMPLIANCE WITH LAW**

This agreement is subject to all applicable federal, state, and local taxes, including health and safety codes, alcoholic beverage control laws, disability laws and the like. Hotel and [REDACTED] 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.

**CHANGES, ADDITIONS, STIPULATIONS OR DELETIONS**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or [REDACTED] 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, except for the following: any attempted modifications to the paragraph titled "Governing Law/Litigation Expenses" are void. Any attempted modifications to the paragraphs titled "American Disabilities Act Compliance (ADA)" and "Indemnification" must be approved and signed by a corporate officer in Dallas, Texas.

**GOVERNING LAW AND LITIGATION EXPENSES**

This agreement shall be governed by and interpreted under the laws of the state wherein the Hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city where the Hotel is situated. The parties agree that, if litigation relating to this agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorney's fees.

**AMERICAN DISABILITIES ACT COMPLIANCE (ADA)**

The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

**INDEMNIFICATION**

Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim.

**MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and [REDACTED] has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**GROUP MUST CHECK ONE OPTION BELOW:**

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name: \_\_\_\_\_  
Marriott Bonvoy Membership Number: \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name: \_\_\_\_\_  
Participating airline frequent flyer account number: \_\_\_\_\_

OR

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

**DECISION DATE**

The arrangements outlined in this agreement will be held on a first option basis until 11-11-22, the Decision Date, by which date the Hotel must receive a signed copy of this agreement. However, should another organization request these dates and be in a position to confirm immediately, [REDACTED] will be advised and given (48) hours to confirm on a definite basis. Should the Hotel not receive a signed copy of this agreement by the date set forth, the Hotel reserves the right to release all space for resale.

**AGREEMENT SIGNATURES**

This agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before [REDACTED]. Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. After this agreement has been properly executed by an authorized representative of [REDACTED], this agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the hotel.

[REDACTED]
<b>Event Contact:</b>
<b>Title: Chairperson</b>
<b>Authorized Signature:</b> [REDACTED]
<b>Date: 11/11/2022</b>

	<b>Sheraton Bucks County Langhorne</b>
<b>Title:</b>	<b>Title: Director of Sales &amp; Marketing</b>
<b>Authorized Signature:</b>	<b>Authorized Signature:</b> [REDACTED]
<b>Date:</b>	<b>Date:</b> 11-14-22

<b>Sheraton Bucks County Langhorne</b>
<b>Title: General Manager</b>
<b>Authorized Signature:</b> [REDACTED]
<b>Date:</b> 11.14.22