

## **SMALL MEETINGS TERMS AND CONDITIONS**

To complete this transaction, you must accept the Terms and Conditions listed below. These Terms and Conditions are a binding agreement between the Group and the Hotel whose only terms and conditions are those contained in this document together with the information submitted electronically by the Group with this document. The Agreement addresses:

- METHOD OF RESERVATIONS
- CUTOFF DATE
- BILLING ARRANGEMENTS
- PAYMENT BY CREDIT CARD
- COMMISSION
- ROOMS ATTRITION
- CANCELLATION
- DISPUTE RESOLUTION

### **METHOD OF RESERVATIONS**

Reservations for the Event must be made by the Group, through a rooming list to be provided by the Group to the Hotel. The Group agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this Group Sales Agreement.

### **CUTOFF DATE**

Reservations Assignments must be received no later than the end of the day that is twenty-one (21) days prior to the first date of the Event (the "Cutoff Date"). After the Cutoff Date, the Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept later reservations by attendees at the Group's Rate.

If the Group is submitting this request after the Cutoff Date (defined above) the Group must provide the following information within the Cancellation Grace Period (defined below):

- Name of at least one guest for each room within the room block;
- Credit card information for each room OR a credit card for securing the entire block of rooms.

### **BILLING ARRANGEMENTS**

One of the following billing arrangements shall apply, as selected by the Group, after final agreement of contract by both parties.

- Individual guests 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.

## **PAYMENT BY CREDIT CARD**

Information required for credit card authorization must be provided by Group upon submission of this request. The Group agrees that the Hotel may charge to this credit card any payments for rooms attrition or cancellation that are owed under these Terms and Conditions as provided below.

### **COMMISSION**

The Group room rate listed below is net non-commissionable. The Hotel shall not be required to pay any commission to any third party.

### **ROOMS ATTRITION**

Group agrees that it will pay Hotel the full room rate for each room night not paid below 80% of rooms per night specified in the accepted request, plus applicable taxes, as a reasonable estimate of the harm the attrition will cause the Hotel, and not as a penalty. The Hotel agrees that after receiving this payment, it will not seek additional damages.

### **CANCELLATION**

Either party may terminate this Agreement (thereby cancelling the Event) without liability until 6:00 PM of the first full business day after the Group submits this request (the "Cancellation Grace Period"), even if Hotel has accepted this request.

At any time prior to the Cutoff Date, Group may cancel the Event without liability.

Group agrees that if it cancels or otherwise essentially abandons the Event at any time after the Cutoff Date and after the Cancellation Grace Period (even if Group has submitted this request after the Cutoff Date), then Group will pay Hotel the value of each group room night at the agreed upon group rate, plus applicable taxes, within 30 days after cancellation as a reasonable estimate of the harm the cancellation will cause the Hotel, and not as a penalty. Hotel agrees that after receiving this payment, it will not seek additional damages.

### **DISPUTE RESOLUTION**

In the event of litigation or other dispute resolution, the non-prevailing party will pay the prevailing party's attorneys' fees and expenses.