



**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Courtyard Chicago Downtown Magnificent Mile, 165 East Ontario, Chicago, IL 60611, (312) 573-0800 (phone), (312) 573-0573 (fax) and Western Dredging Association.

Organization:	Western Dredging Association
Contact:	Thomas Cappallino
Job Title:	Executive Director
Street Address:	6181 Villa Flora
City, State, Postal Code:	Bonsall, CA, 92003
Phone Number:	(949) 422-8231
E-mail Address:	tcappallino@westerndredging.org

Name of Event:	Western Dredging Association
Official Program Dates:	Tuesday, June 4, 2019 - Friday, June 7, 2019

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Western Dredging Association agrees that it will be responsible for using, **75** room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Courtyard by Marriott - Mag Mile - Western Dredging - USD				
		Tue 6/4/2019	Wed 6/5/2019	Thu 6/6/2019
<b>Run of House</b>	<b>Guestrooms</b>	25	25	25
	<b>Rate</b>	215.00	215.00	215.00

Hotel’s room rates are subject to applicable state and local taxes (currently 17.4 %) in effect at the time of check-out. Hotel agrees to honor the 2019 per diem rate, if the per diem is equal or greater than the current 2018 per diem of \$215.

**COMMISSION**

A placement fee of 10% (based upon total room revenue consumed), is to be paid by the property to **Helms/Briscoe**, with the IATA number **03633884**. Actual room revenue consumed includes all room revenue generated by this group, including rooms consumed over the contracted amount, pre, post and rooms credited to the group offered after cutoff. This placement fee is due to **HelmsBriscoe**, regardless of the method of reservation utilized by individual attendees or rate. The hotel further agrees that the placement fee for the booking of this meeting is non-cancelable and non-transferable to any other party. Commission payment will be processed forty-five (45) days after Western Dredging Association departure date.



## **METHOD OF RESERVATIONS**

### **Individual Reservations**

Individual attendees will make reservations on-line through a designated website link which will be provided by your hotel contact once the final group sales agreement is signed.

## **GUARANTEED RESERVATIONS**

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

## **CUTOFF DATE**

Reservations by individual attendees must be received on or before Tuesday, May 14, 2019 (the "Cutoff Date"). At the Cutoff Date, Courtyard by Marriott - Mag Mile will review the reservations for the Event, release unreserved rooms for general sale, and determine whether it will accept reservations based on a space- and rate-available basis at the Western Dredging Association group rate after the Cutoff Date.

Release of rooms for general sale following the Cutoff Date does not affect Western Dredging Association's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms

## **ROOMS ATTRITION – Waived for Courtesy Block**

~~Hotel is relying upon Western Dredging Association's use of the room night commitment. Western Dredging Association agrees that a loss will be incurred by the Courtyard by Marriott - Mag Mile if Western Dredging Association's actual usage is less than 90% of the daily room nights actually used.~~

~~Should the daily room nights actually be used by Western Dredging Association be less than 90% of the daily room night commitment, Western Dredging Association agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the daily room night commitment and Western Dredging Association's actual usage of rooms, multiplied by the average Western Dredging Association room rate, plus applicable taxes. The parties agree that the Attrition Damages are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel's ability to mitigate its losses through resale.~~

## **SPECIAL CONCESSIONS**

In consideration of the total room nights and the functions identified on the Program of Events, the Courtyard by Marriott - Mag Mile will provide Western Dredging Association the following special concessions:

1. Group rate available 3 days pre and post conference dates at group rate based on availability
2. Room reservations can be cancelled prior to 48 hours without cancellation charge
3. Name changes on room reservations can be made at any point and up to day of arrival
4. All actual group pick up shall be provided to HelmsBriscoe within 10 days of departure.  
HelmsBriscoe reserves the right to request the hotel provide in-house list to compare to group registration list



**CONDUCT OF EVENT**

Group agrees to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws and regulations. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. Group assumes full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event. Should the Group cause any damages to the Hotel, Group will be financially responsible for the payment of repairing those damages. Should Group require any rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel and Group will be responsible for all costs associated there within.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)

**PAYMENT FOR THE EVENT** - Waived for Courtesy Block

~~Western Dredging Association will pay by credit card. Credit card information is required at the time of signing to hold the room block.~~

~~The Hotel uses Sertifi eAuthorize, a paperless process to maximize guest information security, to obtain and temporarily store credit card information. A custom link will be sent directly to teappallino@westerndredging.org.~~

~~I understand that the estimated dollar amount of goods and services will be preauthorized five (5) business days prior to the event and will continue to be held until such functions have been completed and the account is settled.~~

**CANCELLATION** - Waived for Courtesy Block

~~Western Dredging Association agrees to provide Hotel with written notice of any decision to cancel or to otherwise essentially abandon its use of the total room nights (a "Cancellation") within five (5) business days of such decision. Western Dredging Association acknowledges that a Cancellation would constitute a breach of Western Dredging Association's obligation to Hotel and Hotel would be harmed. Western Dredging Association therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below, plus applicable taxes.~~

<b>Date Cancelled</b>	<b>Amount of Liquidated Damages Due</b>
Contract signed date - 180 prior to arrival	\$ (50% of rooms revenue)
179 - 90 days prior to arrival	\$ (75% of rooms revenue)
Less than 90 days prior	\$ (100%) 100% of rooms revenue + 35% of F&B

~~Provided that Western Dredging Association timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Western Dredging Association relating to the Cancellation.~~



### **SHIPPING AND RECEIVING**

Shipping and receiving policy states that all boxes must be labeled with meeting or group name, date of event, group on-site contact, and hotel event manager. The Hotel will not assume responsibility for any storage of boxes received more than three (3) days prior to the event, nor assume responsibility for the damage or loss of any merchandise or articles left or sent the hotel prior to, during, or following the function. Any materials left behind without shipping instructions will be discarded within three (3) business days. Storage of boxes that are received more than three (3) days prior to the event are subject to a one time storage fee of \$5.00 per box per day/ \$35.00 per pallet per day. Any freight or shipping charges incurred as a result of materials, i.e., literature, audio visual and video equipment, books, etc. being shipped to the Hotel remain the sole responsibility of the conference, association, or group.

### **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 for 50% or more of attendees – to the extent that such circumstance makes it illegal or impossible to provide or use the 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.

### **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Western Dredging Association 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**

The parties agree that in the event 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 attorneys' fees.

### **LIQUOR LICENSE**

Western Dredging Association 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.

### **ASSIGNMENT**

Group may not assign its interest, rights or duties under this Agreement to any other person or entity without Hotel's prior approval.



**MARRIOTT REWARDS**

The hotel will apply Marriott Rewards for utilized meeting space and overnight rooms (10 rooms on peak or higher) associated with the number listed below (provided that the Event is not cancelled and Western Dredging Association has otherwise complied with the material terms and conditions of this Agreement) . The number of Points or airline miles to be awarded shall be determined pursuant to the **Rewarding Events** Program Terms and Conditions, as in effect at the time of award. The Rewarding Events Program Terms and Conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

Guest Name	<b><u>Thomas Cappalino- Matching</u></b> <b><u>Points to:</u></b> <b><u>Colleen Bisenieks- 010418630</u></b>
Marriott Rewards Number	

**ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by Courtyard by Marriott - Mag Mile. Unless the Courtyard by Marriott - Mag Mile otherwise notifies Western Dredging Association, at any time prior to Western Dredging Association execution of this document, the outlined format and dates will be held by the hotel for Western Dredging Association on a first option basis until Thursday, December 14, 2017. Following this time, rate and availability are subject to change.

Upon receipt by Hotel of fully executed version of this agreement along with a confirmed method of payment prior to Thursday, December 14, 2017 event will be placed on a definite basis and will be binding upon Hotel and Western Dredging Association.

**SIGNATURES**

Approved and authorized by Western Dredging Association:

Name: Thomas Cappalino \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

12/18/17

Approved and authorized by Hotel:

Name: Caitlin Donahue \_\_\_\_\_

Title: Sales Manager \_\_\_\_\_

\_\_\_\_\_

Magnificent Mile  
**COURTYARD**<sup>®</sup>  
**Marriott**<sup>®</sup>

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Signature

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Date