**GROUP SALES AGREEMENT**

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| --- | --- | --- | --- | --- | --- | --- |
| Date Prepared: |  | | | | | |
| Group Contact: |  | | | | | |
| Title: |  | | | | | |
| Organization: |  | | | | | |
| Address: |  | | | | | |
| Telephone: |  | Fax: |  | Email: |  | |
| Room Block Dates: |  | | | | | |
| Hotel Sales Manager: |  | | | | | |
| Title: |  | | | | | |
| Telephone: |  | Fax: |  | Email: | |  |

[GROUP NAME] (**“Group”**) and [MANAGING ENTITY NAME] as agent of [HOTEL OWNER ENTITY NAME] d/b/a [HOTEL NAME] (**“Hotel”**) agree as follows:

**GUEST ROOM BLOCK AND CONTRACTED GUEST ROOM REVENUE COMMITMENT.**

The table below sets forth the total number of guest rooms set aside by Hotel for Group’s use (**“Guest Room Block”**).

| **Date** | **Day** | **Room Type**  <user\_fill\_in> | **Room Type**  <user\_fill\_in> | **Room Type**  <user\_fill\_in> | **Room Type**  <user\_fill\_in> |
| --- | --- | --- | --- | --- | --- |
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**Total Contracted Guest Room Nights: \_\_\_\_\_\_\_ Total Contracted Guest Room Revenue: \_\_\_\_\_\_\_\_\_**

The following suite accommodations are included in the above Guest Room Block:

Suites: <userfillin> Arrival/Departure Dates:

**GUEST ROOM RATES.** The Guest Room Rates below are quoted exclusive of any applicable taxes (which are currently <userfillin>%), applicable service fees, resort fees, which are currently <userfillin>) and/or Hotel-specific fees in effect at the time of the Event. All suite prices are quoted with one bedroom.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Single Occupancy: |  | Triple Occupancy: |  | Regency Club |  | Suites: |  |
| Double Occupancy: |  | Quadruple Occupancy: |  | Staff: |  |  |  |

**COMMISSION.** The Guest Room Rates set forth above are commissionable to Group’s agent of record, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**“Agent”**). Agent’s IATA number is <user\_fill\_in>. Commissions shall be paid at the rate of ten percent (10%) of the Guest Room Rate for all rooms within the Guest Room Block over the Official Event Dates that are actually used and paid for by Group. Said commissions shall be paid to Group’s Agent no later than thirty (30) days after Group’s payment of all amounts due to Hotel. Commissions will not be paid on guest rooms booked outside the Guest Room Block. Group shall disclose to its members and attendees the portion, if any, of Group’s room rates being paid to Group or its affiliates or another third party as a commission.

**AGENCY.** Group is being represented by Agent who is Group’s sole agent for this Agreement. Group acknowledges that Agent has complete authority to represent Group in all matters arising under this Agreement. Group acknowledges and agrees that Hotel may act in accordance with the directions given by Agent consistent with this Agreement and that Group will be bound by the agreements made by Agent and will pay all fees, charges, costs and expenses due and owing Hotel in accordance with any such agreements. Agent is the agent of Group and not of Hotel. In the event questions arise over amounts paid or payable to Agent under this Agreement, Hotel will abide by the requests or decisions of Group (including, without limitation, providing Group copies of this Agreement). In no event shall Hotel be liable to Agent if Group terminates Agent as its agent. Group hereby agrees to defend, indemnify and hold harmless Hotel from any liability arising out of Group’s appointment or termination of Agent as its agent or Hotel’s payment of amounts owed to Agent. (REMOVE IF N/A)

**WORLD OF HYATT POINTS.** Hyatt’s World of Hyatt program offers benefits to its members who plan qualifying meetings or other events at a participating Hyatt hotel or resort, as set forth in the World of Hyatt program terms, available at [www.worldofhyatt.com/terms (the **“Terms”**).](http://www.worldofhyatt.com/terms%20(the) If the Guest Room Block satisfies the requirements of a Qualifying Event, then, to receive any available benefits, including World of Hyatt points (1 point per $1 paid on the Master Account, up to a maximum of \_\_\_\_\_\_\_\_\_\_\_\_ World of Hyatt points, after final payment): (a) if Agent is an Individual Planner, Agent represents it has informed its company and Group that it will be receiving the World of Hyatt points to Agent’s individual account. Agents’ World of Hyatt individual account number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_; or (b) if Agent is a Company, Agent must: (i) sign the Agreement on Group’s behalf and inform Group that it will be receiving World of Hyatt points; and (ii) have a “Company Account”. Agent’s Company Account number is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. As used in this clause, the terms “Qualifying Event”, “Individual Planner”, “Company”, and “Company Account” shall have the meanings as set forth in the Terms. ***Hyatt will not retroactively credit Agent or Group for any benefits Agent or Group may have otherwise received if Agent fails to provide the World of Hyatt membership number as required by this clause.***

**[When an attrition clause is required, add the following paragraph. Delete if not required**]

**CONTRACTED GUEST ROOM REVENUE COMMITMENT**

Hotel is relying on, and Group is agreeing to provide, the Contracted Guest Room Revenue (plus any applicable taxes, service charges and other fees). Should Group’s actualized guest room revenue fall below the Contracted Guest Room Revenue, Group shall pay as liquidated damages the difference between the Contracted Guest Room Revenue and the actualized guest room revenue, plus any applicable taxes and service charges (**“Attrition Charges”**). Group may not transfer or resell its rights under this Agreement to any third party for purposes of reselling unused portions of its Guest Room Block or fulfilling the Contracted Guest Room Revenue.

**CUT-OFF DATE.** The “Cut-Off Date” is <userfillin>. After the Cut-Off Date, all rooms within Group’s contracted Guest Room Block that have not been reserved will be returned to Hotel’s general inventory. Reservation requests for rooms within the Guest Room Block received after the Cut-Off Date will be based on availability at Hotel’s prevailing rates and will be credited to achieving Group’s Contracted Guest Room Revenue. Only actual reservations for Event attendees will be considered valid room reservations. After the Cut-Off Date, cancelled guest rooms will be returned to Hotel’s inventory. Name changes on, or other transfers of, room reservations will not be accepted after the Cut-Off Date.

**PORTERAGE SERVICE CHARGES.** [IMPORTANT: Please note choose one (not both) of the following two sentences as applicable]

Porterage charges are mandatory per Hotel’s union contract for all groups, and are currently established at <userfillin> per person, round trip, plus applicable taxes that are currently <userfillin>%, subject to change. Porterage charges will apply and are currently established at <userfillin> per person, round trip, plus applicable taxes that are currently <userfillin>%, subject to change. This rate is based on two (2) bags per person. [insert percentage allocated to service personnel]% of porterage charges is allocated to service personnel who provide services for the Event as a gratuity and [insert percentage retained by Hotel]% is retained (and not distributed as a tip or other gratuity) by Hotel. For purposes of this Section, “person” includes children of all ages.

**CONCESSIONS.** Hotel will provide the following concessions: <userfillin>

**PAYMENT.** Payment will be made as indicated below. *Please check applicable options.*

|  |  |  |
| --- | --- | --- |
| Guest rooms (including taxes, fees and mandatory charges): | ☐ Group | ☐ Guests |
| Incidental Charges: | ☐ Group | ☐ Guests |
| Porterage Charges (if applicable): | ☐ Group | ☐ Guests |

Group or guests, as applicable, shall provide a credit card to confirm guest room reservations. All charges to by paid by Group shall be charged to Group’s credit card at the time of guest check out.

**TERMINATION.** This Agreement may be terminated by either party without liability upon written notice: (i) if a party’s performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, a pandemic or (ii) in the event of a change in the touring schedule where the hotel rooms will no longer be needed; illness of a band member that makes it impossible for the band member to perform, show cancellation or any other emergency of a comparable nature beyond the party’s control that in each case make it illegal or impossible to perform its obligations under this Agreement. In such event, the terminating party shall give written notice of termination to the other party within five (5) days of such occurrence. In the event of such termination by either party, Hotel shall refund all deposits and/or prepayments made by Group within thirty (30) days of receipt of the notice of termination. If Group cancels this Agreement for any other reason, Group will provide written notice to Hotel along with a payment for liquidated damages in the following amount.

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| --- | --- |
| **30** days or more prior to «ARR\_DATE» | **0%** of Total Contracted Guest Room Revenue |
| From **29** days to **15** days prior to «ARR\_DATE»: | **50%** of Total Contracted Guest Room Revenue |
| **14** days or less prior to «ARR\_DATE»: | **85%** of Total Contracted Guest Room Revenue |

If either party’s performance under this Agreement becomes illegal or impossible for any of the reasons set out in section (i) above, Group and Hotel shall confer in good faith to discuss modifications to the Event and the Agreement in order to avoid terminating the Agreement, as long Hotel’s performance is not itself illegal or impossible. Such discussion should occur within five (5) business days after a party’s performance becomes illegal or impossible. If the parties agree that a modified version of the Event will take place, the parties will work to negotiate an amendment to this Agreement or a new agreement (as appropriate) setting forth any agreed-upon adjustments to accommodate the modified program, which may include decreasing Group’s room or food and beverage revenue commitments, increasing permissible attrition and addressing any concessions or amenities contingent on revenue commitments. If the parties are not able to agree to such adjustments after a commercially reasonable period of time, Group or Hotel may terminate this Agreement as set forth herein.

**INDEMNIFICATION AND HOLD HARMLESS**

Group and Hotel agree to defend, indemnify and hold each other harmless from and against all claims, costs, losses, expenses, damages, actions, causes of action, and/or liabilities, including reasonable attorneys’ fees arising out of or resulting from: (i) any negligent act undertaken or committed by the indemnifying party or any contractors hired or engaged by the indemnifying party in connection with the performance of the party’s respective obligations under this Agreement; or (ii) any breach by the indemnifying party of its obligations under the Sections of this Agreement titled “Compliance with Laws” or “Privacy of Personal Information.”

**INSURANCE.** Group and Hotel shall each maintain sufficient insurance to insure their obligations set forth in the Section of this Agreement titled “Indemnification and Hold Harmless,” and each shall provide evidence of such insurance upon request.

**COMPLIANCE WITH LAWS.** Each party hereby represents, warrants and covenants that it shall comply with all laws, rules, orders and regulations applicable to its performance under this Agreement.

**DAMAGE TO HOTEL PREMISES.** Group shall be responsible for all damage to hotel premises caused by Group or its agents or contractors. Upon completion of the Event, Group will leave the premises in the same condition as received, reasonable wear and tear excepted. Group’s obligations under this Section shall survive completion or earlier termination of this Agreement.

**LIMITATION OF LIABILITY.** Except for damages covered by the indemnifying party’s indemnification obligations as set forth in the Section titled “Indemnification and Hold Harmless,” neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive or exemplary damages even if such party has knowledge of the possibility of such damages, provided that in no event shall either party be liable to the other for any lost profits.

**PRIVACY OF PERSONAL INFORMATION.** Hotel complies with the Global Privacy Policy, which is available at http://privacy.hyatt.com (the **“Privacy Policy”**). If applicable, Group agrees to inform guests and Event attendees at the hotel (**“Guests”**) where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests’ hotel stay, Event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy.

**ATTORNEYS FEES/WAIVER OF JURY TRAIL.** In the event any action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys’ fees, and reasonable expenses incurred by the prevailing party. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY EXPRESSLY WAIVE THE RIGHT TO A TRIAL BY JURY.

**MISCELLANEOUS.** This Agreement may be executed in one or more counterparts with an original signature or with a Hotel-approved electronic signature, and may be provided to Hotel as a photocopy or in PDF format. Any changes to this Agreement must be made in writing and signed by both parties. Notices shall be in writing and shall be deemed to have been given when delivered through certified or registered mail, return receipt requested, or overnight delivery, to the parties at the addresses written on the first page of this Agreement. If a party waives its rights to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement. If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect. This Agreement shall be governed by and construed under the laws of the state, province, country or other relevant governmental subdivision (as applicable) in which Hotel’s premises are located (excluding its conflicts of law rules). Any controversy, claim or dispute arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the state, province, country or other relevant governmental subdivision (as applicable) in which Hotel’s premises are located for trial and determination without a jury.This Agreement contains all of the terms agreed to by the parties.

When signed by each party’s authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

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| --- | --- | --- | --- |
| By Hotel’s Authorized Representative: | | By Group’s Authorized Representative: | |
|  |  |  |  |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |