



EMBASSY SUITES

HOTEL®

at the Chevy Chase Pavilion

4300 Military Road N.W.

Washington, DC 20015

202-362-9300

## GROUP SALES AND CATERING AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between the Embassy Suites Hotel at the Chevy Chase Pavilion (the "Hotel") and **SAMPLE ACCOUNT** and outlines specific conditions and services to be provided.

ORGANIZATION: **SAMPLE ACCOUNT**

CONTACT:

Name: JOHN DOE  
Title: PRESIDENT  
Address: 4300 MILITARY ROAD NW  
Address: SUITE 300  
City, State: WASHINGTON, DC  
Postal Code: 20015  
Phone Number: 202-362-9300  
Fax Number: 202-686-3405

NAME OF EVENT: **SAMPLE ACCOUNT ANNUAL MEETING**

OFFICIAL PROGRAM DATES: **April 1, 2007 – April 5, 2007**

### GUEST ROOM BLOCK

The Hotel agrees that it will provide, and **SAMPLE ACCOUNT** agrees that it will be responsible for utilizing 80 room nights ("Total Room Nights") as follows:

Date	Day	Arrival	Departure	Total Suites	Rates King/Double
April 1, 2007	Sunday	20	0	20	\$200/\$220
April 2, 2007	Monday	0	0	20	\$200/\$220
April 3, 2007	Tuesday	0	0	20	\$200/\$220
April 4, 2007	Wednesday	0	0	20	\$200/\$220
April 5, 2007	Thursday	0	20	0	--

Hotel Suite Rates are subject to applicable local lodging taxes (currently 14.5%) in effect at time of check-in or cancellation.

### **COMMISSION**

The group room rates listed above are net, non-commissionable.

### **METHOD OF RESERVATIONS**

Reservations will be made by **Rooming List or Individual Call-in**, which we need to be confirmed by **March 1, 2007**.

For call-in groups, reservations may be confirmed by calling the Hotel directly at (202) 362-9300, or toll-free at 1-888-324-2728. Fax requests for reservations should be sent to the attention of the Reservations Department at (202) 686-3405.

### **GUARANTEE POLICY**

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

Individual reservations must be cancelled not later than **72 hours** prior to intended arrival in order to avoid cancellation charges. Please advise SAMPLE ACCOUNT guests to obtain a cancellation number from our reservations agent or we cannot guarantee a credit will be issued.

### **CUT-OFF DATE**

Reservations by attendees must be received on or before **March 1, 2007**, (the "Cut-Off Date"). 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 space and rate-available basis after this date.

Release of rooms for general sales following the Cut-Off Date does not affect SAMPLE ACCOUNT'S obligation, as discussed elsewhere in this agreement, to utilize guest rooms.

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

Rooms are available for check-in **after 3:00 p.m.** and checkout time is **12:00 noon**. If for any reason, rooms are not available when SAMPLE ACCOUNT guests arrive, we will be delighted to store luggage for them. We will also store luggage for those guests who may require a delayed departure.

### **EARLY CHECK-OUT**

Any guest who departs the hotel ahead of his or her schedule date of departure will be charged **one night** room and tax in addition to any charges accrued during their stay. Guests will have the opportunity to verify and amend their departure date at check-in without penalty for the individual; however, SAMPLE ACCOUNT'S obligation is affected as discussed elsewhere in this agreement.

**ATTRITION CLAUSE**

Hotel is relying upon SAMPLE ACCOUNT'S use of 80 Total Room Nights. SAMPLE ACCOUNT agrees that a loss will be incurred by Hotel should there be a reduction greater than 10% in Total Room Nights actually used.

Should the room nights actually used by SAMPLE ACCOUNT be less than 90% of the Total Room Nights, SAMPLE ACCOUNT agrees to pay the difference between 90% of the Total Room Nights and SAMPLE ACCOUNT'S actual usage of rooms, multiplied by the average group room rate plus applicable lodging taxes (currently 14.5%) in effect at time of check-in.

**MEETING AND BANQUET REQUIREMENTS**

The meeting and/or food and beverage program agenda below is our understanding of SAMPLE ACCOUNT'S meeting and function requirements. Should SAMPLE ACCOUNT'S require additional food and beverage services and/or meeting space, please advise Hotel as soon as possible so that we may attempt to secure such additional space for your use.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Set-up
4/1/2007	12:00 PM	11:45 PM	Office	Newlands Boardroom	Existing	15	250.00
4/1/2007	12:00 PM	11:45 PM	Office	Conference Suite 300	Existing	10	250.00
4/1/2007	12:00 PM	11:45 PM	Setup	Chevy Chase Ballroom	See Attached Diagram	35	250.00
4/2/2007	7:00 AM	11:45 PM	Meeting	Chevy Chase Ballroom	See Attached Diagram	35	700.00
4/2/2007	7:00 AM	11:45 PM	Office	Newlands Boardroom	Existing	15	300.00
4/2/2007	7:00 AM	11:45 PM	Breakout	Conference Suite 400	Existing	10	209.00
4/2/2007	7:00 AM	11:45 PM	Meeting	Tenleytown Ballroom	Rounds of 6	40	300.00
4/2/2007	7:00 AM	8:00 AM	Continental Breakfast	Tenleytown Ballroom	Existing	35	
4/2/2007	10:00 AM	11:00 AM	Break	Tenleytown Ballroom	Existing	35	
4/2/2007	12:00 PM	1:00 PM	Lunch Buffet	Tenleytown Ballroom	Existing	35	
4/2/2007	2:30 PM	3:30 PM	Break	Tenleytown Ballroom	Existing	35	
4/2/2007	7:00 AM	11:45 PM	Office	Conference Suite 300	Existing	10	250.00
4/3/2007	7:00 AM	11:45 PM	Office	Conference Suite 300	Existing	10	250.00
4/3/2007	7:00 AM	11:45 PM	Meeting	Chevy Chase Ballroom	See Attached Diagram	35	700.00
4/3/2007	7:00 AM	11:45 PM	Office	Newlands Boardroom	Existing	15	300.00
4/3/2007	7:00 AM	10:00 PM	Breakout	Conference Suite 400	Existing	10	209.00
4/3/2007	7:00 AM	11:45 PM	Meeting	Tenleytown Ballroom	Rounds of 6	40	300.00
4/3/2007	7:00 AM	8:00 AM	Continental Breakfast	Tenleytown Ballroom	Existing	35	
4/3/2007	10:00 AM	11:00 AM	Break	Tenleytown Ballroom	Existing	35	
4/3/2007	12:00 PM	1:00 PM	Lunch Buffet	Tenleytown Ballroom	Existing	35	
4/3/2007	2:30 PM	3:30 PM	Break	Tenleytown Ballroom	Existing	35	
/4/2007	7:00 AM	11:45 PM	Office	Newlands Boardroom	Existing	15	200.00

**The Hotel reserves the right to reassign meeting and banquet space.** In order to make SAMPLE ACCOUNT'S function(s) as successful as possible, SAMPLE ACCOUNT'S final menu selections, meeting requirements, estimated number of attendees, and arrangement for entertainment, decorating, flowers, photography, audio/visual, lighting, electrical hook-ups and other special requirements, must be submitted at least four (4) weeks prior to the first contracted event. Should those requirements be received after that time, the Hotel cannot guarantee availability of these services. The quotations listed do not include taxes and service charge, which are currently 10% tax on food and beverage and 5.75% on audio-visual equipment and 20% taxable service charge.

### **BANQUET SERVICES**

SAMPLE ACCOUNT has agreed to hold the food and beverage events set forth in the meeting and banquet requirement section of this agreement.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your event. For information and guidance, the Hotel's current menu prices are as follows:

Breakfast:	from \$ 11.95
Lunch:	from \$ 22.95
Dinner:	from \$ 30.95

Upon request, copies of proposed menus will be provided. The quotations listed do not include taxes and service charge, which are currently 10% tax on food and beverage and 5.75% on audio-visual equipment and 20% taxable service charge.

Clients may utilize their own audio-visual equipment, however the hotel will charge a minimum of \$75, per meeting room, per day, plus service charge and tax, for the use of outside audio-visual equipment and/or vendors. The Hotel will not set-up, tear-down or otherwise troubleshoot outside equipment utilized for client functions. Client supplied audio-visual equipment may not be used in conjunction with Hotel equipment.

Until specific menus and prices are established, Hotel will compute any performance or cancellation damages due using the average menu prices above and number of attendees listed in the meeting and banquet requirement section of this agreement.

**The Embassy Suites Hotel at the Chevy Chase Pavilion is licensed to serve food and beverages. No food or beverages may be brought into the Hotel by SAMPLE ACCOUNT for service at SAMPLE ACCOUNT ANNUAL MEETING.**

### **GUARANTEES AND FOOD AND BEVERAGE ATTRITION**

A final guaranteed number of attendees is due three (3) business days prior to the first scheduled event. If a final guarantee is not submitted, the total contracted number of attendees will be used as the final guarantee. SAMPLE ACCOUNT is responsible for all guaranteed food and beverage costs multiplied by the final guarantee or the actual number of attendees; whichever is greater.

Should the guaranteed number of attendees confirmed by SAMPLE ACCOUNT be less than 85% of the originally contracted count, SAMPLE ACCOUNT agrees to pay the difference between 85% of the originally contracted count and SAMPLE ACCOUNT'S actual attendance, multiplied by the pricing detailed in the Banquet Services Section of the agreement, plus applicable service charges and taxes current at the time of the event.

### **IMPOSSIBILITY**

The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide use of the Hotel facilities, including Acts of God, war, government regulations, natural disaster, civil disorder or curtailment of transportation facilities. The Agreement may be terminated for any of the above reasons by written notice from either party to the other.

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

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or SAMPLE ACCOUNT will not be considered agreed to or binding unless such modifications have been approved in writing by the other in the form of a contract or addendum provided by the hotel.

**CANCELLATION CLAUSE**

SAMPLE ACCOUNT agrees to provide Hotel with written notice of any decision to cancel or otherwise abandon its use of the Total Room Nights and/or Catering Commitments (a "Cancellation") within five (5) days of such decision. SAMPLE ACCOUNT acknowledges that a Cancellation would constitute a breach of SAMPLE ACCOUNT'S obligation to Hotel and Hotel would be harmed. If a cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Hotel actual harm; and
- (b) **\$18,320.00** reasonably estimates Hotel harm for cancellation and establishes "Total Anticipated Revenue" for this event; and
- (c) In the event of Cancellation, the following schedule applies for responsibility as liquidated damages:  
**Date of Cancellation**
  - Return of Signed Agreement to 90 Days prior to arrival = 50% Total Anticipated Revenue
  - 89 days to 30 Days prior to arrival = 75% Total Anticipated Revenue
  - 29 Days or less to arrival date = 100% Total Anticipated Revenue

SAMPLE ACCOUNT therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount indicated according to the schedule above. Provided that «ACCOUNT» timely notifies Hotel of the Cancellation and timely pays the above listed liquidated damages, Hotel agrees not to seek additional damages from SAMPLE ACCOUNT relating to the Cancellation.

**PARKING**

The parking fee is **\$16.00** per vehicle, per night for overnight guests and **\$16.00** for meeting attendees, per day.

**BILLING ARRANGEMENTS**

All Room and Tax will be billed to SAMPLE ACCOUNT.

All banquet charges will be billed to SAMPLE ACCOUNT.

For all charges to be paid via an approved direct account with the Hotel, SAMPLE ACCOUNT agrees that the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event that charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 2% per month until paid.

**ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies SAMPLE ACCOUNT at any time prior to SAMPLE ACCOUNT'S execution of this document, the outlined format and dates will be held by the Hotel for SAMPLE ACCOUNT on a first-option basis until **February 15, 2007**. If SAMPLE ACCOUNT cannot make a commitment prior to that date, the 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 receipt by Hotel of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and SAMPLE ACCOUNT.

Hotel and SAMPLE ACCOUNT have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by SAMPLE ACCOUNT.

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: Jeff Brainard

Title: General Manager

Signature: \_\_\_\_\_

Date: 3/23/2007