



# SHERATON

## McKinney Hotel

### **DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Sheraton McKinney Hotel, 1900 Gateway Boulevard, McKinney, TX, 75070, (972) 549-4000 and Dallas Chapter 99s.

ORGANIZATION: Dallas Chapter 99s  
 CONTACT:  
 Name: Laurie Peake  
 Job Title:  
 Street Address: 4300 Amelia Earhart Drive  
 City, State, Postal Code: Oklahoma City, OK 73159-1110  
 Country/Region: USA  
 Phone Number: (214) 263-5503  
 Fax Number:  
 E-mail Address: laurie@lacreativeonline.com

NAME OF EVENT: South Central Dallas 99s Conference April 2020  
 REFERENCE #: M-FUSQ3RP  
 OFFICIAL PROGRAM DATES: Friday, 04/24/2020 - Sunday, 04/26/2020

### **GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Dallas Chapter 99s agrees that it will be responsible for utilizing, 40 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

#### **Attendees**

Date	Day	Traditional Double	Total Rooms
04/24/2020	Fri	25	25
04/25/2020	Sat	25	25

Start Date	End Date	Room Type	Single	Double
04/24/2020	04/25/2020	Traditional Double Double	\$115.00	\$125.00

Hotel's room rates are subject to applicable state and local taxes (currently 13%) in effect at the time of check-out.  
 \*\*\*Rate includes breakfast.

### **COMMISSION**

The group room rates listed above are net non-commissionable. Dallas Chapter 99s will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

### **METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees.

### **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Dallas Chapter 99s. Hotel will not hold any reservations unless secured by one of the above methods.

### **CUT-OFF DATE**

Reservations by attendees must be received on or before **Monday, March 23, 2020**, (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 a space- and rate-available basis at the Dallas Chapter 99s group rate after this date.

**NO ROOM TRANSFER BY GUEST**

Dallas Chapter 99s agrees that neither Dallas Chapter 99s nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Dallas Chapter 99s reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply:

**ATTENDEES:** Individual to pay all charges guests will be asked to leave a credit card to guarantee payment.

**ROOM RENTAL, FOOD, BEVERAGES, SERVICE AND TAXES:** Charges to Master Account

**ADVANCE PAYMENT**

<b>Deposit</b>	<b>Scheduled Date</b>	<b>Amount</b>
1 <sup>st</sup> Payment	Upon signing contract, not later than 26-August -2019	\$1,342.30
2 <sup>nd</sup> Payment	6 Months Prior to Event, not later than 24-October-2019	\$1,342.30
3 <sup>rd</sup> Payment	3 Months Prior to Event, not later than 24-January-2020	\$1,342.30
Estimated Final Deposit	30 Days Prior to Event; not later than 24-March-2020	Estimated remaining balance = \$1,342.30

Client agrees that the quoted estimated amount may change once final menu items are chosen, final guarantee numbers are provided to hotel (3) business days prior to event date, and any increase of guest count after final guarantees are given. After the event, any items that are based on consumption, any increase in counts, overages or items added on-site will be charged to the credit card on file

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If Dallas Chapter 99s wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement Dallas Chapter 99s shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Dallas Chapter 99s.

Dallas Chapter 99s agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Dallas Chapter 99s, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

<b>Date</b>	<b>Day</b>	<b>Start Time</b>	<b>End Time</b>	<b>Function Type</b>
04/24/2020	Fri	8:00 AM	8:00 PM	Set Up
04/24/2020	Fri	8:00 AM	11:00 PM	Hospitality Room
04/24/2020	Fri	8:00 AM	8:00 PM	Registration
04/24/2020	Fri	4:30 PM	6:00 PM	Board Meeting
04/25/2020	Sat	8:00 AM	11:00 PM	Hospitality Room
04/25/2020	Sat	8:30 AM	11:30 AM	Business Meeting
04/25/2020	Sat	11:00 AM	12:00 PM	Chapter Chairman Meeting
04/25/2020	Sat	6:00 PM	9:00 PM	Banquet

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 24%) in effect on the date(s) of the event.

**CONCESSIONS:** Hotel will provide the following concessions if at least 80% of the Minimum Guest Room Revenue is received, and at least 100% of the Minimum Banquet Food & Beverage Revenue is received

Concession	Qty
- 2 Complimentary Rooms	1
- (1) Upgrade at Group Rate	
- Complimentary Hospitality Suite if 80% of rooms are met.	

**DAMAGE TO FUNCTION SPACE**

Dallas Chapter 99s agrees to pay for any damage to the function space that occurs while Dallas Chapter 99s is using it. Dallas Chapter 99s will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Dallas Chapter 99s and its attendees.

**FACILITY FEES**

Based on Dallas Chapter 99s' requirements, Hotel's function space fees will be WAIVED with a **banquet food and beverage minimum expenditure of \$4,000.00, plus service charge.**

**ATTRITION – Rooms Per Night**

Hotel is relying upon Dallas Chapter 99s' nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Dallas Chapter 99s agrees that a loss will be incurred by Hotel if Dallas Chapter 99s actual usage is less than eighty percent (80%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Dallas Chapter 99s' Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, the difference will be posted as room rental to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

**MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

Dallas Chapter 99s agrees to a minimum banquet food and beverage revenue of **(\$4,000.00)**,

**CANCELLATION - Contracts with Room Nights and F&B**

In the event of a group cancellation occurring 30 days or less prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 89 days to 31 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring signing date to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

**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, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel 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.

## **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, federal anti-terrorism laws and regulations, and the like. Hotel and Dallas Chapter 99s agree to cooperate with each other to ensure compliance with such laws.

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

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Dallas Chapter 99s 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.

## **DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

## **LIQUOR LICENSE**

Dallas Chapter 99s 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.

\*\*The hotel will permit outside food and beverage to be brought into the groups hospitality suite on the 2<sup>nd</sup> floor of the hotel.\*\*

## **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

## **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use,

disclosure, loss, or alteration.

Dallas Chapter 99s will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

#### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Dallas Chapter 99s' needs. If such special setups or extraordinary formats are requested, Hotel will present Dallas Chapter 99s two (2) alternatives: (1) charging Dallas Chapter 99s the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

#### **TECHNICAL SERVICES**

PSAV is Hotel's preferred provider for audio/visual needs. The hotel will permit the Dallas Chapter 99s to use their own AV provider. However, if an outside AV provider is utilized, the hotel will not provide any AV assistance and any AV needs will be the responsibility of the Dallas Chapter 99s.

#### **UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Dallas Chapter 99s requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

#### **USE OF OUTSIDE VENDORS**

If Dallas Chapter 99s wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Dallas Chapter 99s must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Dallas Chapter 99s, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

#### **PERFORMANCE LICENSES**

Dallas Chapter 99s 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 Dallas Chapter 99s may use or request to be used at the Hotel.

#### **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 Dallas Chapter 99s 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.

**ACCEPTANCE**

When presented by the Hotel to Dallas Chapter 99s, this document is an invitation by the Hotel to Dallas Chapter 99s to make an offer. Upon signature by Dallas Chapter 99s, this document will be an offer by Dallas Chapter 99s. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Dallas Chapter 99s at any time prior to Dallas Chapter 99s’s execution of this document, the outlined format and dates will be held by the Hotel for Dallas Chapter 99s on a first-option basis until August 26, 2019. If Dallas Chapter 99s cannot make a commitment prior to that date, this invitation to 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 signature by both parties, Dallas Chapter 99s and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

Approved and authorized by Dallas Chapter 99s:

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

Signature: (Sign) \_\_\_\_\_

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

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

Approved and authorized by Hotel:

Name: (Print) Steven Yearwood Simmons

Signature: (Sign) \_\_\_\_\_

Title: (Print) Group Sales Manager

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