



## GROUP SALES EVENT AGREEMENT

**The Saratoga Hilton**  
**534 Broadway | Saratoga Springs, NY 12866**  
 August 10, 2015

This **Group Sales Event Agreement** ("Agreement") between Office of the Mayor ("Group" or "you" or "your(s)") and **BRE/Prime Properties, LLC ("Owner"), d/b/a The Saratoga Hilton** (the "Hotel" or "we" or "us" or "our") is intended to be helpful to both you and us and result in your satisfaction with our performance.

Especially Prepared for:		Event & Hotel Information:	
<b>Group Contact:</b>	Ms. Joanne Yepsen	<b>Name of "Event":</b>	US Department of Housing and Urban Development
<b>Title:</b>	Mayor	<b>Date(s) of Event:</b>	April 10, 2016 - April 11, 2016
<b>Company Name:</b>	Office of the Mayor	<b>Post to Reader Board As:</b>	US Department of Housing and Urban Development
<b>Address:</b>	474 South Broadway	<b>Hotel Contact:</b>	Elissa Brinkman
<b>City, State, Zip:</b>	Saratoga Springs, NY 12866	<b>Title:</b>	Sales Manager
<b>Phone:</b>	(518) 587-3550	<b>Phone:</b>	(518) 584-4000 x628
<b>Email:</b>		<b>Email:</b>	elissa.brinkman@hilton.com

Summary Of Minimum Revenue Anticipated By Hotel From This Agreement	
<b>Total Anticipated Sleeping Room Revenue:</b>	\$ 18,000.00
<b>Total Anticipated Meeting Room Rental Fees:</b>	\$ Complimentary
<b>"Total Minimum Anticipated Revenue":</b>	\$ 18,000.00

*\*\* Does not include gratuities, administrative charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales*

### Option Dates

These arrangements are being held on a **first option basis** until **October 30, 2015** (the "Option Period"). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **seven (7) days**, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or so alternate dates can be researched and held for your use. Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by **October 30, 2015**, we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.

This contract will become a binding commitment once it has been signed by both **Group** and **Hotel** (even if signed after the Option Period).

### **Sleeping Room Block**

	<b>Sunday 4/10/16</b>
<b>Run of House</b>	<b>150</b>

**TOTAL SLEEPING ROOM NIGHTS RESERVED: 150**

Run-of-House: Guestrooms indicated are "run-of-house" and are not guaranteed a specific bed type. Requests for kings or double beds will be accommodated based on availability at the time individual reservations are confirmed.

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**Sleeping Room Rates**

Sleeping room rates are net non-commissionable and are quoted exclusive of applicable state and local taxes, fees and assessments.

<b>Room</b>	<b>Single Rate</b>
<b>Run of House</b>	<b>\$ 120.00</b>
<b>JUNIOR SUITE ONE KING BED</b>	<b>\$ 150.00</b>
<b>LUXURY SUITE ONE KING BED</b>	<b>\$ 250.00</b>

**Taxes**

In addition to the Total Minimum Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the State of New York, currently the sales tax rate is 7% and the hotel occupancy tax rate is 6%.

If your organization has been granted *tax-exempt status*, a copy of your completed exemption form must be on file at the Hotel prior to your Group's arrival. The name on your form of payment for your master account must match the name on your tax-exempt form. Please indicate here if your organization is tax exempt.

Yes       No

Please confirm the exact name of the organization as it appears on your tax-exempt form:

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If individuals with your Group will be responsible for their own charges and those individuals are also tax exempt, they must present their completed tax-exempt forms at the front desk when they check-in.

**Per Diem:**

The Run-of-House room rate is based on the current government per diem for Saratoga County. If the per diem should increase between now and the dates of your conference, the Run-of-House room rate will be increased to match the per diem.

**Additional Charges**

In addition to the customary charges associated with your Event (ie. sleeping room rates, meeting room rental, banquet charges, audio-visual, etc.), the Hotel offers other services for which there may be fees either to the Group or the individual attendee (as applicable) and include, but are not limited to, the following: Banner Hanging, Package Handling, Telephone Rental, Sign Making, Electrical Power, Labor for Audio-Visual & Electrical Requirements. Prior to your Event, you may request that we disclose to you those potential additional charges that are in effect at the time of your Event.

**Parking**

Parking is complimentary for attendees

**Room Assignments**

**ON OWN**

We understand that your attendees will be responsible for making their hotel reservations, with the exception of any VIP / Staff rooms which will be billed to your master account. Prior to your publishing any marketing materials for this event, your assigned Event Manager will discuss your housing requirements with you to customize a solution that will provide the most effective method for your attendees to book their reservations. This will include your management of the Room Block powered by GroupMAX™ housing technology, and may involve communicating directly with your online registration system for this event.. Please let us know the name of the system you currently use and an approximate date that you anticipate opening your registration system to attendees.

"Go-Live" Date: \_\_\_\_\_

#### **Hotel's Release of Names of Attendees within Room Block**

If Group requests that Hotel provide Group and/or Group's representative(s) with access to guest reservation information pertaining to attendees who have reserved rooms at the Hotel as part of the Group's Room Block established pursuant to this Agreement, then Group certifies that it has obtained, or will obtain, consent from each of its attendees for the Hotel or Hilton Worldwide, Inc. to provide to Group and/or Group's representative(s) such attendee's reservation information.

#### **Cut Off Date**

All the rooms provided for in your Room Block will be reserved on a definite basis for you upon signing of this contract. In order to assign specific room types to your attendees we ask that all room requests be received prior to your Cut Off day of **March 23, 2016**. Rooms not guaranteed and paid for in full as of the Cutoff Date will be released from your Room Block. You agree that the release of rooms will not affect the enforceability of this Contract or your obligation to pay for unsold rooms in your Room Block. After the Cutoff Date, your **Group** attendees may still request rooms based on availability at the **Hotel's** prevailing rate.

#### **Deposits/Confirmation**

All reservations must be guaranteed using a credit card or a one-night's deposit by guest check, money order or valid credit card by the Reservation Due Date. Individual guest cancellations will be accepted up to forty-eight (48) hours prior to arrival. The deposit is refundable to the individual guest if timely notice of cancellation is given and a cancellation number is obtained by the guest. Early arrivals and late departures will be on a space and rate availability basis only.

Guests not arriving for a scheduled reservation will forfeit the one night deposit and the remainder of the reservation will be released.

#### **Early Departure Fee**

If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account of one nights' room rate. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation. The Hotel will deduct any collected Early Departure fees from the amount you may owe as performance damages.

#### **Check-In/Out Time**

Our check-in time is 3 PM, check-out time is 11 AM. All guests arriving before 3 PM will be accommodated as rooms become available. Our Front Desk Staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

#### **Unavailability of Guestrooms**

The parties agree that on occasions due to unanticipated circumstances, the Hotel may not have rooms available for all guests who wish to check in on a particular night. While Hotel will use reasonable efforts to avoid such situation impacting Group, in the event any member of your Group Room Block with a confirmed reservation cannot be accommodated by the Hotel, the Hotel will provide the following:

1. Accommodations at a comparable hotel as close as possible and at no charge to the guest for the first night the guest is displaced from the Hotel.
2. One daily complimentary round trip ground transportation between Hotel and the alternate hotel.
3. The Hotel will make necessary arrangements for the displaced guest's telephone messages and mail to ensure that they are properly forwarded.
4. Group will receive credit for any guests displaced toward its pick up for purposes of this Agreement.
5. If a room becomes available at the Hotel for the displaced guest and the guest elects not to return to the Hotel, the Hotel will have no further obligations under this clause.

#### **Meeting and Banquet Arrangements & Commitment**

Currently, the **Hotel** is holding the function space as described in the table below, based upon the information you provided. Any modifications will be accommodated based on availability. Function rooms are assigned according to the number of persons expected to attend and may be changed by the **Hotel** if attendance or other circumstances change. In such event, the **Hotel** will provide alternate suitable arrangements to meet the requirements of the **Group** as outlined in this Agreement.

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You must coordinate with the Event Services Manager (ESM) prior to publishing any meeting room names, as the room assignments are subject to change at the **Hotel's** discretion. In order to confirm meeting room assignments we ask that a formal program be provided to Hotel thirty (30) days prior to arrival. After that date, the Hotel will release any meeting space in your schedule of events not assigned to a specific meeting or function for your Group.

Date	Start Time	End Time	Description	Room	Setup	Agr
Sunday 4/10/2016	12:00 PM	8:00 AM	Office	Phila	Office	
Monday 4/11/2016	7:00 AM	6:00 PM	Breakout Meeting	Broadway 1	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Broadway 2	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Broadway 3	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Broadway 4	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Saratoga 1	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Saratoga 2	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Saratoga 3	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Foyer	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Alabama	Round Tables of 6	35
	7:00 AM	6:00 PM	Breakout Meeting	Whitney	Round Tables of 6	35
		8:00 AM	6:00 PM	Office	Phila	Office

**Function Space Charges**

Room rental for the space will be charged based on the sliding scale below.

**Utilization of Room Block**

- A. More than 127 room nights
- B. Less than 120, more than 100 room nights
- C. Less than 99, more than 75 room nights
- D. Less than 74 room nights

**Rental Charges for Meeting or Banquet Space**

- Equals A. Complimentary
- Equals B. \$1,000.00
- Equals C. \$ 1,500.00
- Equals D. \$ 2000.00

Charges for labor, equipment storage and special services, as determined by the **Hotel**, will be charged to the **Group's** Master Account at the **Hotel's** prevailing rates plus applicable taxes. By way of example, and without limitation, any items beyond the **Hotel's** inventory, such as chairs, staging and/or electrical power needs, will be subject to such charges.

**Banquet Services**

In order to schedule staff and order products for your events, we require that your final menu selections and room set specifications be received thirty days (30) prior to arrival. Your catering manager will provide you with Event Orders confirming the financial and operational requirements for your events. You will need to sign a confirmation of the Event Orders and return it to the **Hotel** no later than three weeks prior to arrival.

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 conference.

Upon request, copies of proposed menus will be provided. The quotations listed do not include taxes, which are currently 7% tax, administrative charges (see below) and gratuities (see below).

The **Hotel** is licensed to serve food and beverages. No food or beverages may be brought into the **Hotel** by **Group** for service at this conference.

**Gratuity & Administrative Charge:** The combined gratuity and administrative charge that is in effect on the day of your Event will be added to your bill. Currently, the combined gratuity and administrative charge is equal to 21% of the food and beverage, plus applicable state and local tax. A portion of this combined charge (currently 14.5% of the food and beverage service charges and 1% of the meeting room service charge) will be added to your account as a **gratuity** and fully distributed to servers, and where applicable, bussers and/or bartenders assigned to the Event. The gratuity and any applicable taxes will be separately stated on your invoice. The remainder of the combined gratuity and administrative charge will be an **administrative charge**. This administrative charge is not a gratuity and is the property of Hotel to cover discretionary costs of the Event.

We will endeavor to notify you in advance of your Event of any increases to the gratuity and/or administrative charge should different amounts be in effect on the day of your Event.

### **Displays and Decorations: Your Property**

You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. To the fullest extent permitted by law, we are not responsible for any loss or damage to property belonging to you or your attendees and we do not maintain insurance covering it. All displays and/or decorations will be subject to our prior written approval and we reserve the right to contract and charge for Hotel staff to provide the labor for any installations or removals of such.

### **Fire Safety**

For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. All room sets must be in compliance with the local Fire Department regulations, including those pertaining to occupancy load, mandatory aisles, ceiling clearance and fire exits. Any Event that has vehicle displays, fog machines, fueled cooking demonstrations, lasers, exhibits (including tabletop) or extensive productions with staging and props, must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies of all such permits must be provided to us at least three (3) days prior to your Event.

For any Event that includes activities that present additional risks of personal injury or property damage claims including, but not limited to, vehicle displays, cooking demonstrations, medical procedures, or use of third party transportation providers, the Hotel reserves the right to require that you execute and comply with the Hotel's then-current hold harmless agreement for such activity.

### **Conduct of Event**

To the fullest extent permitted by law, you assume full responsibility for any damage done to our premises during your Event, but only to the extent such damage was caused by you, your employees, guests, agents, or contractors, including any damage resulting from the installation, placement, and removal of your displays, equipment, exhibits, or other items. For purposes of clarity, Group will not be responsible for damage to guest sleeping rooms or to public spaces of the Hotel not occupied by Group; in those instances, Hotel will seek payment for damage from the responsible guest(s).

You also agree that your use of function space will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates offensive smells. You will not use such items without advance approval from Hotel. Hotel reserves the right to end your use of function space immediately if you do not promptly comply with Hotel's request to reduce or eliminate any such disturbance, in which case you will remain responsible for payment of all charges related to your use of function space and no refunds will be issued by Hotel.

Hotel understands the importance of your ability to use the function space held for your Event without significant outside noise or other distractions. If such problems occur, Hotel upon notification by Group will immediately take reasonable steps within our reasonable control to prevent such noise or other distractions from continuing.

Hotel understands that there may be persons or groups attending your Event who may wish to schedule additional meetings over your Event dates. These affiliated persons or entities will be expected to pay for the use of function space requested at the Hotel's published rates. Group confirms that the function space held is for the express use of official organization meetings or events and Group acknowledges and agrees that such function space may not be "resold" by Group to affiliated groups, exhibitors or sponsors.

### **Exhibits**

Services **not** included in this agreement:

- a. Pre or post exhibit storage (not available)
- b. Pipe and Draping
- c. Decoration, special lighting
- d. Security services (available at a charge upon request)
- e. Labor required to install, erect, drape or decorate exhibits or the exhibit area, and to move exhibit materials in and out of the Hotel.
- f. Cleaning of interior booth space - available at nominal charge.

A limited supply of tables may be rented from the Hotel at an additional cost of \$45.00 per table. This rental fee includes one six-foot table and appropriate linen & skirting. All tables in "public" space must be skirted.

Installation of electrical power lines and individual exhibit outlets are charged at a rate of \$50.00 per booth per 110-volt outlet. Other special electrical needs must be arranged in advance. Fees for electrical maintenance personnel needed for special requests are billed to your organization at a rate of \$50.00 per hour.

All electrical requests must be forwarded to the attention of the Convention Services Department 14 days prior to the beginning of the exhibit show dates. Requests received after this date will be charged \$75.00 per booth per outlet. Distribution of the

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request forms to the exhibitors will be the responsibility of the sponsoring organization.

The **Hotel** does not maintain exhibit storage space. Exhibit materials must be scheduled for arrival and departure between the times as contracted and shown in the agenda. Arrangements for any materials to be shipped to or from the **Hotel** must be confirmed with your Convention Services Manager.

In the event that any damage occurs to the **Hotel** furniture, fixtures, building or equipment caused by installation, presence and/or removal of exhibits and exhibit materials, the **Hotel** shall be reimbursed for the cost of such repairs or replacement as may be necessary.

Exhibitors and the **Group** shall indemnify and hold harmless **Hotel** and its servicing agents from all liability (damage or accident) which might ensue from any cause resulting or connected with transportation, placing, removal or display of exhibits.

Any request for special setup (i.e. tables, displays, exhibits, information booths, etc.) must be approved by the **Hotel** prior to setup. The requested floor plan must be submitted to the **Hotel** thirty (30) days prior to setup in order to obtain any necessary Fire Marshall approval.

### **Responsibility Clause for Exhibits**

If Group uses the exhibition premises of the Hotel as part of the Event, then to the fullest extent permitted by law, Group further assumes responsibility for any claims arising out of the use of the exhibition premises of the Hotel that were caused by Group, Group's agents, employees, contractors, attendees, or exhibitors. In order to protect both Group and the Hotel, Group agrees to include the following "**Exhibitor Responsibility Clause**" in every exhibitor contract entered into between Group and each exhibitor:

**Exhibitor Responsibility Clause:** To the fullest extent permitted by law, the person/legal entity described as "Exhibitor" in this clause and in this exhibitor contract (regardless whether such person/legal entity is also described as "Exhibitor" in this contract) hereby assumes full responsibility and agrees to indemnify, defend and hold harmless **The Saratoga Hilton** ("Hotel"), Hotel's owner (**BRE/Prime Properties, LLC**), Hilton Worldwide, Inc., and each of their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Hotel Parties"), as well as **US Department of Housing and Urban Development** ("Group"), from and against any and all claims or expenses arising out of Exhibitor's use of the Hotel's exhibition premises. Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor's indemnity in this clause. Such insurance shall be in the amount of not less than \$1,000,000 combined single limit for personal injury and property damage. The Hotel Parties and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with a Certificate of Insurance at least 30 days prior to the use of the exhibition premises. The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

### **Outside Contractors**

Should you elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify Hotel of your intention to use such providers at least thirty (30) days in advance of your Event. We may require that your outside contractors (i) sign a hold harmless, indemnification and insurance agreement in the form currently in use at the Hotel for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the outside contractors will be allowed to provide services on our Hotel premises.

### **Security**

If required, in Hotel's reasonable judgment, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a licensed guard or security agency, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons. Your security agency will be required to provide proof of insurance and sign a hold harmless agreement before they will be allowed to provide services on Hotel premises.

### **Audio/Visual Rental**

Your audio/visual requirements will be met and executed by our in-house audio/visual provider. The Saratoga Hilton works exclusively with this provider and all charges incurred will be applied to your Group master account. Please note that as the **Hotel's** preferred vendor, only our in-house audio/visual provider has access to the Hotel's built-in speaker system.

In the event **Group** decides to have an outside audio-visual company, other than the Hotel's designated primary vendor, provide equipment to be used on the Hotel's premises, a 20% surcharge - based on the **Hotel's** designated vendor's bid for identical services - will be assessed. This surcharge will be added to the organization's master account.

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Audio-visual prices are subject to the prevailing service charge which is currently twenty-one percent (21%). Please note that the service charge is taxable. Audio-visual charges are also taxed at the prevailing state rate, currently 7% (subject to change without notice).

#### **Attendee Credit Arrangements**

It is our understanding that all individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out, with the exception of any rooms provided in writing from the **Group**

#### **Master Accounts**

It is our understanding you want to establish credit with us for this conference. Please complete the credit application and fax it to the attention of Accounting at (518) 584-7430. If the application is not received **60 days prior to arrival**, or if credit is not approved, you agree that the bill is to be paid by **Group** check, certified check or wire transfer for the entire estimated charges five (5) days in advance of arrival.

We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks. If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement.

On receipt of the credit application and approval a master account will be set up for this meeting. All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review the account with you daily to eliminate discrepancies. You agree that the master account will be fully paid within 30 days after receipt of the bill. In the event any 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 1 ½ % per month, or the highest rate permitted by law, until paid.

If you prefer, all master account charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for master account payments. If credit has not been approved for your event, you will provide us with the credit card to which all estimated master account charges will be charged no later than 7 days prior to arrival. All estimated master account charges will be charged on that date. If you receive credit approval, we request that you provide us with your credit card information at departure, and we will charge the account when you advise us of your approval of the master account bill. In the event any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

If credit is not approved and advance deposits are not paid on a timely basis, the **Hotel** will have the right, at its option, to consider the Contract cancelled and will be entitled to cancellation damages as provided in this Contract.

#### **Additional Spend**

You agree to pay us for any food and beverage and other services not expressly set out in the Agreement or any Event Orders but made available on request by or on behalf of you during the Event. On or before your arrival date, you will confirm to us in writing the names of those persons who you have authorized to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, food and beverage functions and other incidentals) will be presented to one of your authorized signatures to be checked and signed on a daily basis.

#### **Hotel's Right to Cancel Future Contracted Events**

Should the Master Account remain unpaid after 60 days, or if advance payments requested are not paid as required, in addition to our other remedies, Group agrees that the Hotel, at our sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional conventions/meetings to be held in the future, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements.

Additionally, should Group's employees, agents, contractors or attendees cause unreasonable damage or disruption to Hotel's premises, operations or guests, or in the event of any criminal activity on Hotel's premises arising out of or related to Group's Event, Group agrees that the Hotel, at its sole option, may elect to cancel any subsequent arrangements agreed upon herein or any agreements separately made by that time between Group and the Hotel for additional conventions/meetings to be held in the future, and that in such event the Hotel shall have no liability to Group for such cancellation (no fees, charges, damages or penalties shall be due from the Hotel as a result of the cancellation and no claim shall be brought against the Hotel as a

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result of the cancellation). In the event of cancellation by Hotel pursuant to this clause, Group will be responsible for cancellation damages set forth in each of the event agreements.

#### **Sleeping Room Performance Policy**

The Total Sleeping Room Nights Reserved under this Agreement will generate \$23,200.00 in revenue for Hotel (“**Total Anticipated Sleeping Room Revenue**”). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek performance damages if Group achieves a minimum of **85%** of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between **85%** of the Total Anticipated Sleeping Room Revenue and the actualized sleeping room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses.

#### **Impossibility**

Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including, but not limited to: acts of God; terrorist attacks in the city in which Hotel is located; or declared war in the United States; make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

#### **Cancellation Policy**

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the Total Anticipated Revenue for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that since the exact amount of such damages will be difficult to determine, the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should Group cancel your Event for any reason other than due to a valid Impossibility occurrence, including changing its meeting site to another hotel, Group will pay as liquidated damages to the Hotel a percentage of the Total Minimum Anticipated Revenue for your Event, plus any applicable state and local taxes as required by law, as follows:

<b>Date of Hotel's Receipt of Cancellation Notice*</b>	<b>Amount of Cancellation Damages</b>
Cancellation between date of signing and 180 days	\$4,050.00
Cancellation between 180 days and 90 days	\$8,100.00
Cancellation between 90 days and Arrival Date	\$10,800.00

Total Anticipated Revenue for this event is \$18,000.00.

Payment of cancellation damages is due **within 30 days** following your written notice of cancellation to us. We may consider your notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of your Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of your business with comparable business; therefore no analysis of resale or mitigation will be required and damages will be due immediately upon cancellation.

#### **Indemnification**

To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the “Hotel Indemnified Parties”), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, “Claim(s)”), in any way arising out of or relating to the Event that is the subject of this Agreement to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by you or any related act or



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failure to act by you including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

#### **Insurance**

You agree to maintain insurance reasonably commensurate with all activities arising from or connected with your Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from your Event. You further agree to add Hotel, Hotel's Owner, and Hilton Worldwide, Inc. as additional insureds under all applicable policies for your Event. Please check with the Hotel to confirm which parties must be named as additional insureds on your insurance certificate(s). With respect to any claims or other liability for which you are responsible, your insurance will apply as primary to any insurance maintained by the Hotel Indemnified Parties.

Hotel agrees to maintain general liability insurance with limits not less than \$5,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance. Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton Worldwide's general liability insurance program, proof of such insurance coverage is satisfied by a Memorandum of Insurance available at: <http://www.marsh.com/moi?client=0291>. The Hotel can confirm whether they participate.

#### **Dispute Resolution**

The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration. Arbitration of disputes arising out of or in connection with this Agreement will be resolved using one arbitrator before JAMS or American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

#### **Disputes Involving Credit Card Payments**

As a condition of Hotel agreeing to accept your credit card as an approved form of payment for all Master Account charges, you agree that any disputes that you may raise with respect to any Master Account charges must be addressed directly by you and Hotel, and the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall be resolved in accordance with the dispute resolution provisions as contained in this Agreement. For the avoidance of doubt, you agree that you may not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transactions with us (commonly referred to as a "chargeback").

#### **Attorney's Fees/Costs**

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

#### **Disclaimer of Liability**

To the fullest extent permitted by law, Group agrees that in no event will Hotel, Hotel's Owner or Hilton Worldwide, Inc. be liable for (1) any services or products provided, or to be provided, to Group by any third party supplier or contractor (including, but not limited to, companies that provide meeting registration or management services, florists, decorators, musicians, etc.), or (2) any liability arising out of any agreement between Group and any such third party supplier or contractor that Group hires or retains to provide services to Group's Event. For the avoidance of doubt, this disclaimer applies even if such third party supplier or contractor (1) was recommended by Hotel to Group, (2) was as a preferred supplier / vendor of the Hotel, and/or (3) pays Hotel commissions or provides Hotel with other incentives based on their services paid for by Group.

#### **Auxiliary Aids**

Mayor Joanne Yepsen  
August 10, 2015

The Hotel represents that it contains accessibility features for individuals with disabilities and, where needed, the Hotel will provide equivalent facilitation, auxiliary aids and services, and reasonable modifications to policies and procedures to ensure that its guests have equivalent access to its goods, services, and accommodations. Except as required by applicable laws, you agree that you will be responsible for the procurement and payment of all charges for auxiliary aids and services required by your Event or program attendees in the meeting or function space that you have reserved. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You agree that one week in advance of your Event you will furnish to us a list of any auxiliary aids and/or services that you will be providing for your attendees in the meeting or function space that you have reserved. You also agree to be responsible for compliance with the Americans with Disabilities Act in the set up and conduct of meetings for your Event.

#### **Governing Law**

The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

#### **Compliance with Laws**

Given that Hilton Worldwide, Inc. is headquartered in the United States of America, hotels operating under the Hilton Worldwide portfolio of brands are legally restricted from conducting business with any persons or entities that are designated on the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers) (the "OFAC List"), since such hotels and Hilton Worldwide could be determined to have derived income, directly or indirectly, from any such prohibited business activities. The OFAC List can be found by visiting <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>. Accordingly, you represent and warrant that you are currently not on the OFAC List, nor on any similar restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If you are added to any such restricted party list prior to your arrival date, then you must notify us immediately. We may cancel your Event and this Agreement without liability if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations, including (but not limited to) if you are added to any restricted party listings as described in this section.

#### **Renovation/Remodeling**

As of the date of the signing of this Agreement, Hotel has no plans for renovation or remodeling of any facilities that will be utilized by Group pursuant to this Agreement, other than ordinary maintenance. If after this Agreement is signed, Hotel confirms any plans to remodel or renovate the guestrooms or function space Group is contracted to use, Hotel agrees to inform Group in writing within a reasonable amount of time of the following:

- a. Planned scope of project;
- b. Schedule for commencement and completion;
- c. Anticipated impact project will have on areas to be utilized by Group; and
- d. Hotel's plan for minimizing impact of project on Group.

Hotel's plan to renovate or remodel will not constitute grounds for termination of this Agreement unless mutually agreed upon by both parties. The parties agree to negotiate in good faith to resolve any concerns raised as a result of renovations or remodeling and to enter into such amendments of this Agreement as may be necessary to reasonably accommodate both parties' interests.

#### **Promotional Considerations**

Hotel / Hilton Worldwide, Inc. has the right to review and approve any advertisements or promotional materials in connection with Group's Event that specifically reference the name or image of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Conrad Hotels & Resorts, Waldorf Astoria Hotels & Resorts, Embassy Suites, DoubleTree by Hilton, Hilton Garden Inn, Hampton Inn, Hampton Inn & Suites, Home2 Suites by Hilton, Homewood Suites by Hilton, and Hilton Grand Vacations. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

#### **Successors and Assigns**

The commitments made by each party will be binding on their respective successors and assigns. If Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this Agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. If an assignment is contemplated, Group agrees to notify Hotel at least thirty (30) days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have twenty (20) days in which to notify Group if the assignment is approved (such consent not to be unreasonably withheld by Hotel, although the Hotel may assess factors including the creditworthiness of the successor organization). Group may not otherwise assign this Agreement or any rights hereunder. Group may not transfer or resell Group's rights under this Agreement

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August 10, 2015

to any unrelated third party (including any third party room reseller) for any purpose, including but not limited to, reselling cancelled or unused portions of the Room Block or reselling contracted meeting/function space.

**Severability; Non-Waiver**

Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Either party's failure to enforce any term or condition of this Agreement does not waive that party's right to enforce that or any other term or condition at any time.

**Entire Agreement/Amendments/Changes**

This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by both Hotel and Group; provided, however, that this Agreement includes all signed or unsigned Event Orders issued by us for this Event and that your final guarantee of attendance may be made by phone.

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period).

For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) or email will be effective as of the date sent; or
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

<b>Group: Office of the Mayor</b>	<b>Hotel: BRE/PRIME PROPERTIES LLC</b>
<b>BY</b>	<b>d/b/a The Saratoga Hilton</b>
AUTHORIZED REPRESENTATIVE	AUTHORIZED REPRESENTATIVE
BY _____	BY _____
Authorized Signature	Authorized Signature
_____	Elissa Brinkman
Printed Name	Printed Name
_____	Sales Manager
Title	Title
_____	_____
Date	Date