



Hotel Confirmation Agreement

Name:	André Butler	Hotel Name ("Hotel"):	Tru by Hilton Beaver Creek 3813 Colonel Glenn Hwy Fairborn 45324
Title:	WSU FAMILY WEEKEND	Sales Manager:	Debra Hartley
Company or Group Name:	ANDRE' BUTLER/DEBRA LAMP	Phone:	937-988-0250
Address:	WSU	Fax:	937-963-1212
City, State, Zip:	BEAVERCREEK OHIO	Name of Event:	10 GUEST ROOMS WILL BE HELD UNTIL 30 DAYS PRIOR TO ARRIVAL. DAILY BREAKFAST IS INCLUDED. INDOOR HEATED POOL, FITNESS FACILITY, LARGE LOBBY W/POOL TABLE AND FOOZ BALL. SIP & EAT MKT. COURTESY BLOCK. INDIVIDUAL RESERVATIONS, GUESTS PAYS OWN CHARGES. BOOKING LINK PROVIDED.
Phone:	937-775-5566		
Email:	andre.butler@wright.edu		

The sleeping rooms, function space and food and beverage functions listed below will be considered definite commitment upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth herein.

We are pleased to reserve the following accommodations and arrangements for your event:

SLEEPING ROOMS and RATES (Attach extra page if necessary) ("Room Block")

MONTH/DAY/YEAR	King Bed (\$/#)	2 Queen Bed (\$/#)	Suite (\$/#)		DAILY TOTAL ROOM NIGHTS
9/22/23	5@\$94	5@\$94			10
9/23/23	5@\$94	5@\$94			10

TOTAL ROOM BLOCK RESERVED: ITN # 1400319

Room rates are non-commissionable, and _____ quoted exclusive of applicable state and local taxes, fees and assessments, currently 13.0% percent. Quoted rates will be offered, based on availability, to your attendees 3 days before and 3 days after the above dates.

FUNCTION SPACE AND FOOD AND BEVERAGE (Attach extra page if necessary)

MONTH/DAY/YEAR	TIME	FUNCTION / PPL	ROOM SET-UP	ROOM *	ROOM RENTAL

* [SUBJECT TO CHANGE] – Specific meeting rooms cannot be guaranteed and are subject to change



GRATUITY: Percent (or the current gratuity percentage in effect on the day of the event pursuant to the applicable collective bargaining agreement) of the food and beverage total plus applicable state or local tax 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.

SERVICE CHARGE: Percent (or the current service charge percentage in effect on the day of the event pursuant to the applicable collective bargaining agreement) of the food and beverage total, plus any applicable state or local tax, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event.

TERMS AND CONDITIONS

1. RESERVATIONS: Reservations will be made by: directly by the attendee via the Internet using the **Personalized On Line Group Page**. Please visit _____ to create your Personalized Group Web Page at least 1 week prior to when housing is scheduled to open; OR directly by the attendee via the Internet. We have created a **Reservations Group Code** for your event. Your Event Manager will provide you with the unique URL to send out to your attendees; OR directly with the **Hotel** room reservation department. In doing so, please ask your attendees to request the group rate for Company or by the unique group code < WSU _____ >; OR all housing will be coordinated through the <Housing Bureau or other source> and requests for guest rooms will not be accepted by Hotel and attendees will be referred to < _____ > until after the cut -off date. Your event manager will contact you to discuss using our automated rooming list reservation process and to obtain a copy of the housing form to review and approve for completeness and accuracy prior to publication to your members; OR via a rooming list. Hotel offers direct download into our reservation system. Your Event Manager will send you an Excel template to create your rooming list. Your final rooming list must be received on or before the cut-off date.

Reservations must be made no later than 08/22/2023 . After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability. Room and tax will be paid by individuals or charged to group’s account.

2. BANQUET SERVICES: You will be asked to sign Event Orders confirming the details of your events. Faxed signatures will be accepted.

3. COMMISSION / THIRD PARTY PAYMENTS: The Hotel will pay a commission of (\$0 or %0 of minimum room rate) (excluding any rebates, housing company fees or other subsidy) for each revenue room night actually occupied and paid for by your attendees that was reserved as part of the established Room Block at the special group rates contained in this agreement. Commission will be paid to [N/A] (“Third Party”) for the purpose of commission, bussing, defraying costs, etc, unless we receive confirmation in writing signed by both you and Third Party that commissions are to be paid to some other person or entity. Payment will be made after receipt by the Hotel of full payment for the event, but Hotel has no obligation to take any action to collect funds to be paid as commissions. You will take full responsibility for determining whether disclosure of payments is required and for making disclosure of all such payments, and you further agree to reimburse Hotel for any fees, costs, liabilities or expenses that Hotel incurs should any person claim that disclosure was insufficient.

4. HOUSING COMPANIES – PAYMENT OF FEES: A one time flat fee of \$ 0, per each revenue room reservation in the established Room Block at the special rates contained in this agreement, will be paid to (“Housing Company”) upon final settlement of the master account by Company. In the event a housing company is not used, no fee will be paid. The housing fees will be paid to Housing Company unless we receive confirmation in writing signed by Company and Housing Company that housing fees are to be paid to some other person or entity.

5. CANCELLATION AND PERFORMANCE: The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the rooms and events set forth in this Agreement. You guarantee that your event will provide the following minimum revenues (exclusive of tax and gratuity):

SLEEPING ROOM REVENUE	\$[1880.00]
FOOD & BEVERAGE REVENUE	\$[0]
MEETING ROOM RENTAL	\$[0]
Total Minimum Revenue	\$[0]

determination, Hotel believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

11. INDEMNIFICATION & INSURANCE: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel and its respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, "Indemnified Parties") against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You further agree to obtain and keep in force General Liability Insurance covering the event described in this contract with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel, Hotel's Owner and each of such entity's owners, subsidiaries and affiliates as an additional insured for your event.

12. AUXILIARY AIDS: The Hotel represents and you acknowledge that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in substantial compliance with applicable public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance of your event you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids. We will, upon your request, furnish you with the names of businesses you can contact to obtain these aids. You also agree to be responsible for compliance with the ADA in the set up and conduct of meetings for your event.

13. PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference any name or logo of the family of Hotel brands. You represent and warrant that your activities conducted at the hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.

14. FORCE MAJEURE: Neither party shall be responsible for failure to perform this contract if circumstances beyond their control (including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or declared war in the United States) make it illegal or impossible for the Hotel to hold the event.

15. ARBITRATION: The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Hotel is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Hotel is located will be the governing law, and any arbitration award will be enforceable in state or federal court. The prevailing party in any arbitration or court proceeding will be entitled to an award of its reasonable costs and attorney fees and pre and post judgment interest.

16. SUCCESSORS AND ASSIGNS: The commitments made by Company will be binding on its successors and assigns. In the event that Company 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. In the event such an assignment is contemplated, Company agrees to notify Hotel at least thirty days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have 20 days in which to notify Company if assignment is approved.

17. OUTSIDE CONTRACTORS: Should Company 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 days in advance of your event. All outside contractors must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel for similar outside contractors and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel's sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Customer agrees to pay the fees and/or charges associated with these services.

18. MISCELLANEOUS: The parties agree that for purposes of this contract and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by facsimile

transmission will be considered as enforceable and valid as original signature by the party signing. The effective date of communications between the parties will be determined as follows:

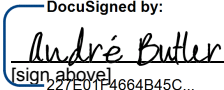
1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent;
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

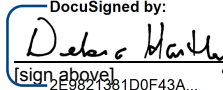
This contract, with exhibits attached hereto (if any), upon signature by both parties below constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by **Hotel** and **Company**. For the avoidance of doubt, emails, including emails that 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 contract on behalf of the party for which they sign.

Company:

Hotel Information:

By:  _____
(sign above)
227E01F4664B45C...

By:  _____
(sign above)
2E9821381D0F43A...

Name: André Butler
Group Representative

Name: Debra Hartley
Director of Sales

Dated: 1/18/2023

Dated: 1/19/2023

*This contract is not complete until the Director of Sales finalizes it via signature.

Description of work to be Provided

Company agrees to perform local hotel lodging services to the satisfaction of the University and with the standard of professional care and skill customarily provided in the performance of such services. Company agrees that any personal injury to Company or third parties or any property damage incurred in the course of the performance of services shall be the responsibility of the Company, except to the extent caused by the sole fault or negligence of the University. Company shall indemnify and hold harmless the University, its board members, officers, employees, agents and students from and against any direct costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of Company's performance of services as outlined herein, or which may arise out of the infringement of the copyright patent, or other proprietary rights of third parties. 2) Scope of work to be Provided
 Scope of work as identified in Company's proposal dated October 29, 2019 (Exhibit A) and ITN 1400319 Local Hotel Lodging.

ITN # 1400319