

SPRINGHILL SUITES®

BY MARRIOTT

6845 W 103rd Avenue, Westminster CO 80021
Phone: (303) 464-1999 Website: www.marriott.com/denwm

SpringHill Suites by Marriott - Westminster CATERING EVENT AGREEMENT

This agreement (the "Agreement") is made and entered into by and between **Interstate Management Company, LLC as agent for SpringHill Suites by Marriott - Westminster** (hereinafter referred to as "Hotel") and **GROUP NAME** (hereinafter referred to as "Group"). This Agreement will become binding on both parties only after both parties sign it.

DESCRIPTION OF THE EVENT: Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

Event Name: [REDACTED]
Contact Name: [REDACTED]
Contact Phone: [REDACTED]
Contact E-Mail: [REDACTED]

FUNCTION ROOM AND CATERING SERVICES. Hotel shall make the following reservations of meeting space(s) for the Event:

<u>DATE</u>	<u>MEETING ROOM</u>	<u>SQ/FT</u>	<u>TIME</u>	<u>SET-UP</u>	<u>EXPECTED</u>	<u>RENTAL</u>

Please note that there is a 22% Service Charge and 7% tax added per day.

Event Room Usage Fees:

Hotel will charge Group the Event Room Usage Fee(s) identified above. Event Room Usage Fees are subject to all applicable local and state taxes. If Group seeks to reduce the size of the Event, Hotel reserves the right to increase the Event Room Usage Fees.

Additional Food & Beverage Policies:

Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of the Event, such food and beverage shall become the property of Hotel.

Food and Beverage prices shall be quoted exclusive of any applicable taxes. Group shall be responsible for all such taxes. Group must submit final menu selections to Hotel no later than **1 week prior to arrival date** (the "Menu Deadline").

CONCESSIONS

- Complimentary Wireless Internet
- Complimentary Parking
- Windows in Meeting Space for Natural Light

BILLING/CREDIT PROCEDURES

Event-Related Charges: Group will be responsible for all charges incurred pursuant to this Agreement, including (without limitation) any Event Room Usage Fees, audio visual charges, fees for food and beverage services. All such charges shall be billed to Group’s Master Account and will be subject to any applicable sales tax.

Payment: Group may pay by credit card or company check no later than 10 days prior to the event. Hotel uses Sertifi for credit card authorizations. If paying by credit card, you will receive an electronic form from Sertifi where you will sign and enter your payment information. If paying with cash, we will need a credit card on file. If paying by check, Hotel will create an invoice and send instructions of where to send payment to.

CANCELLATION

Cancellation by Group: The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Event.

Summary of Revenue Anticipated by Hotel from the Event	
Total Anticipated Food and Beverage Revenue	\$
Anticipated Event Room Usage Fees	\$
Anticipated Additional Revenue	\$
Total Anticipated Event Revenue*	\$
* This figure does not include gratuities, taxes or fees for services by any authorized outside vendors.	

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a “**Cancellation**”), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the meeting space to other customers. Group also acknowledges that the actual amount of Hotel’s damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group’s relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a “**Cancellation Fee**”).

Date of Written Cancellation Notice	Amount of Cancellation Fee
Date of Signed Agreement to Day of Event	100% of Expected Revenue

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel’s harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

MARRIOTT REWARDS - REWARDING EVENTS

Marriott International, Inc. and its subsidiaries offer travelers a choice of three frequent travel programs (each, a “Loyalty Program”): the Marriott Rewards® Program, The Ritz-Carlton Rewards® Program and the Starwood Preferred Guest® Program. Rewarding EventsSM (“Rewarding Events”) provides points, miles, or other Loyalty Program currency in certain regional markets to eligible Loyalty Program members who book and hold qualifying groups, meetings, and events at participating hotels.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award points or submit an award for airline miles to the Member identified below. Rewarding 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 Rewarding Events 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 Rewarding Events points or airline miles

Member Name _____

Loyalty Program Member Number _____

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Rewarding Events points or airline miles and hereby waives the right to receive an award of points or airline miles in connection with the Event.

The number of points or airline miles to be awarded shall be determined pursuant to the Loyalty Program Terms and Conditions, as in effect at the time of award. The Terms and Conditions are available on-line at members.marriott.com, and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. The individual identified above to receive either points or airline miles may not be changed without such individual's prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than points. All Loyalty Program Terms and Conditions apply.

ADDITIONAL TERMS AND CONDITIONS:

Event Room Set-up and Operation. Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for the Event. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property within Hotel arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

Outside Contractors. If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the date of the Event identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account. Hotel may require a representative any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form

provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

Taxes. The rates provided for in this Agreement do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

Force Majeure. Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Event is duly cancelled under this section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

Signs and Displays / Use of Hotel's Name. Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

Security. Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Event. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, Interstate Hotels & Resorts, Inc. and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

Shipping and Packages. If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the date of the Event and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the date of the Event. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Hotel shall have no liability for the delivery, security or condition of the packages.

Damage to Hotel Premises. To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

Disturbances. Group agrees that its use of assigned Event spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

Additional Remedies. If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

Group's Property. Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

Choice of Law. This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state.

Dispute Resolution. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniencie* to any such action being adjudicated by any such court. If any action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

d. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.**

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from

ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

No Assignment. Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

Miscellaneous. Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

EXECUTION OF AGREEMENT

Hotel's transmission of an unsigned copy of this Agreement to the Group shall be deemed an invitation for Group to make an offer. Group's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel.

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement. Any handwritten changes to this document will not be binding unless initialed by authorized representatives of both parties. Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below.

SpringHill Suites by Marriott - Westminster

[INSERT FULL NAME OF GROUP]

By: Collin Reidle

By: Group Contact

Sign: _____

Sign: _____

Title: Sales Coordinator

Title:

Date: _____

Date: _____