

Comfort Inn & Suites New York Avenue

1600 New York Avenue NE • Washington DC • 20002 • 202-832-3200 • Fax 202-832-1791

Banquet Event Order

Organization:		Event Date:			
Post As:		Event Time:			
Address:		Booked By:	Tina Hoang	Date:	
				Revised Date:	
Contact:					
Phone:		Cell:			
Fax:					
Email:		On-Site Contact:			

Event Type	Date	Event Time	Meeting Room	Set	GTD	Rental
						Parking
Parking is based on availability						
Deposit is due with contract.						Deposit
Deposit is refundable after a complete inspection of the function space, room returned clean and undamaged. Deposit will be forfeit if client failed to make Final Payment 14 days prior to function date. Cancellation: Deposit is non refundable is canceled 1-29 days prior to function date.						

ROOM SETUP REQUIREMENTS	MENU SELECTION																																	
<p>Set-up time:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Quantity</th> <th style="width: 40%;">Description</th> <th style="width: 30%;">Notes</th> <th style="width: 20%;">Pricing</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr> <td colspan="3" style="text-align: right;">Total Rental</td> <td>inclusive</td> </tr> </tbody> </table> <p style="text-align: center;">(see diagram for placement)</p>	Quantity	Description	Notes	Pricing																	Total Rental			inclusive	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%;">Yes</th> <th style="width: 10%;">No</th> </tr> </thead> <tbody> <tr> <td>Food and Beverage will be served?</td> <td></td> <td></td> </tr> <tr> <td>Alcohol will be consumed?</td> <td></td> <td></td> </tr> </tbody> </table> <p style="text-align: center;">Client may bring their own food. If Alcohol to be consumed, client must provide the hotel with a copy of an alcohol permit.</p>		Yes	No	Food and Beverage will be served?			Alcohol will be consumed?		
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Total Rental			inclusive																															
<p>Food & Beverage, Audio/Visual Prices are subject to a 20% Service Fee and 10% Sales Tax</p>																																		

To confirm these arrangements on a definite basis, please carefully review and sign the Banquet Event Order and Terms & Conditions then return to your sales representative. The hotel reserves the right to relocate your function(s) to another room to best accommodate the function. The hotel reserves the right to change rates and terms & conditions without notice. A contract is not ratified until signed by the hotel general manager.

Please return signed contract with deposit no later than **xxx** or this contract is no longer valid.

Authorized Signature

Sales Representative Signature/Date

Date

General Manager Signature/Date

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FUNCTION TERMS AND CONDITIONS

FOOD & BEVERAGE: A copy of Liquor License/Permit must be on records at the hotel before any alcohol can be served at your function. A food waiver must be on file for all outside food brought to the hotel. Catering service is available at a cost; please see your sales representative for menu selections. The general manager reserves the right to approve all vendors providing services to the function to include food, audio/visual, and merchandise. Food and beverage must be contained in your contract function space only and should not be brought into the lobby or other hotel public space. All food brought into the hotel must be prepared and ready for reheat with chafing dish and sterno fuel. No cooking equipments such as hot plate and fryer are allowed. _____(client's initial)

CANCELLATION POLICY: A written cancellation request must be received by the hotel sales office no later than 30 days prior to contracted function date to avoid forfeit of deposit or payment toward expected revenue. Cancellations received after this time will incur a charge in the amount of the contracted revenue. 100% of expected revenue is not refundable if cancellation is made between 1-29 days prior to function date. Company or individual contracting the function will be assessed this charge through either a deduction from the prepayment or charge credit card on file, whichever applies. If cash payment, you will be invoiced for any cancellation fees. _____(client's initial)

GUARANTEE NUMBER OF GUESTS: The final guaranteed number of guests is due (3) three working days prior to the start of your event. Should the final guarantee not be received (3) three working days prior to the above function(s), the above expected number of guests will be the basis for the billing charges. _____(client's initial)

SET-UP: Any room set up changes made on the day of the event will be charged a \$100 fee. Additional time required above the contracted time will be charged a \$50 per hour for the Crown Room and \$100 per hour for the Capital Room. Client may bring their own linen, decorations, and equipments but must be approved by the general manager first. Upgrade table cloth, chair cover, audio-visual are available at a cost; please see your sales representative for options. Usage of other function space or hotel public space must be under contract or usage is chargeable and must be approved by the general manager. _____(client's initial)

FINAL PAYMENT: 100% of expected revenue is due 14 days prior to function date. The hotel will terminate the contract if payment is not received by contracted due date.

PAYMENT POLICY: If deposit or full payment is not received as required by contracted date, the contract will be canceled. For check payment please send payment to: Comfort Inn & Suites near Union Station, 1600 New York Avenue, Washington DC 20002. Rooms must be paid for before entry is granted unless alternative payment arrangements have been pre-established for function payment. _____(client's initial)

Prepayment by company or personal check must be received 14 days in advance of arrival. _____(client's initial)

PARKING \$12: Hotel parking space for hotel's guests takes first priority. Parking for function guest is based on availability. The hotel is not responsible for any damages, theft or towing. Parking space requirement must be approved by the Hotel General Manager prior to your function, applicable parking charges may apply. _____(client's initial)

PERFORMANCE/CONDUCT: RATES VALID FOR CONTRACTED FUNCTION ONLY: You are not authorized to release these rates to any other individual or entity, including but not limited to subcontract. The rates are non-transferable and non-assignable. If the Hotel becomes aware of any violation of this section, the Hotel may immediately terminate this Agreement without incurring any liability to you for contracted functions. Furthermore, you agree to indemnify Hotel for any loss or damage arising from your breach of this Section. _____(client's initial)

You are responsible for your function guest's conduct/behavior, and the hotel reserve the right to interrupt, suspense or terminate the function due to disturbance of hotel guests or other function patrons. Please advice your guests attending your function to remain in the contracted spaces. Unless approved or contracted by hotel, additional space, equipment, or furniture will incur a charge. Client must provide the hotel the purpose of usage and must be approved by the hotel first. _____(client's initial)

ADVERTISING & SIGNAGE: Any advertising, material, ticket sales or posting of events in material or on public display must be approved by the Hotel GM. In the event this approval is not obtained, the Hotel resumes no responsibility for any such activity and reserves the right to cancel the contract. Any fines then imposed by the State of District of Columbia are the sole responsibility of the advertiser. You may not make any alterations to the hotel's logo, name, address, hotel photos or use them in any manner or in any materials without Hotel's prior written approval. As part of your contract, you must send to us two (2) copies of your printed marketing literatures for approval. _____(client's initial)

HOLD HARMLESS: It is hereby understood and agreed that the Hotel or its agents will be held harmless for any claims arising from non performance of said contract due to space restrictions shortages, lack of delivery, strikes, fires, flood damage, electrical failures, natural disaster or acts of God. _____(client's initial)

DAMAGES: The individual signing this agreement will be responsible for damage to or loss of revenue by the hotel due to activities of the guests under this contract, including but not limited to the building, hotel equipment, decorations, fixtures, furniture and refunds due to the negligence of his guests. Deposit will be refundable after an inspection of the function space and not damages has occurred. _____(client's initial)

COMPLIANCE WITH LAWS: You will comply with all applicable foreign and domestic laws, codes, regulations, ordinances and rules with respect to your obligations under this Agreement and the services to be provided by you hereunder, including but not limited to any laws and regulations governing function organizers. You represent, warrant and agree that you are currently and will continue to be for the term of this Agreement, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. _____(client's initial)

INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the hotel, Choice Hotels Corporation and the owner of the hotel, and each of their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs including reasonable attorneys' fees arising out of or connected with the provision of goods and services and your group's use of hotel's premises hereunder and your provision of services except to the extent that such claims arise out of the negligence or willful misconduct of the hotel, or its employees or agents acting within the scope of their authority. You further agree to obtain and keep in force General Liability Insurance covering your contractual obligations hereunder with limits of not less than \$1,000,000 per occurrence and provide the hotel with proof of insurance with hotel named as additional insured and a certificate holder. The hotel reseve the right to require client to provide security services for the function at client cost. _____(client's initial)

ATTORNEYS' FEES: The parties agree that in the event that any dispute arises in any way relating to this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees, costs and pre and post judgment interest.

NONASSIGNMENT: Neither party may assign this Agreement or any part hereof to any third party without the prior written consent of the other party except that Hotel may assign this Agreement to a new owner and/or manager of the Hotel. _____(client's initial)

DISCLAIMER CLAUSE: The Comfort Inn & Suites near Union Station reserves the right to change previously assigned room and relocate function to suitable accommodations. In the event that this terms & conditions contradict any previously signed contract, this terms & conditions of this addendum will supersede prior agreements. _____(client's initial)

Authorized Signature/Date

Sales Representative Signature/Date

Name of Organization/Group

General Manager Signature/Date