

Wesleyan University Hotel Master Agreement

Inn at Middletown

HOTEL NAME: _____
GROUP SALES AGREEMENT

This Agreement is made and entered into as of _____, by and between Interstate Management Company, LLC as Agent for Middletown Hotel Associates, LP dba Inn at Middletown and Wesleyan University, _____ ("Group"). Group agrees that the terms of this Agreement are based upon the information provided by _____ below. If information provided by Group materially changes or is incorrect, this Agreement may be terminated pursuant to Section 5.

SECTION ONE: GROUP INFORMATION

- ❖ **Company/Organization or Sponsor's Name:** _____
- ❖ **Contact Name:** _____
- ❖ **Event Name and general description of event:** _____
- ❖ **Contact Phone: Day:** _____ **Email:** _____
- ❖ **Contact Address:** _____

SECTION TWO: MEETING ROOM RESERVATIONS

MEETING ROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for Group's use but does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

DAY	Date	Room Type	Number of Rooms	Room Rental

SECTION THREE: MEETING ROOM RATES

- ❖ Hotel Meeting room rates are subject to applicable state and local taxes. **Wesleyan University is a Tax Exempt** entity. All rates are net non-commissionable.
❖

Non-Refundable Deposit of _____ is to be paid to hotel by _____. Final Guarantee is due (10) Business days of Meeting and Final Payment is also due at this time.

SECTION FIVE: CANCELLATION/MODIFICATION

CANCELLATION: If Hotel cancels this Agreement or is unable to provide the requested rooms, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

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If you decide to cancel this Agreement, reduce the size of your attendance, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the Hotel to attempt to re-sell this space/services. The exact amount of damages is difficult to determine, therefore, you agree that the following liquidated damage clause is a reasonable effort by the parties to agree, in advance, on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services

Less than 30 days prior to arrival date: 25% of estimated revenue.

SECTION SIX: MISCELLANEOUS

- 6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel and Group may not use Hotel logo/name on any promotional brochures or ads without approval of the General Manager of Hotel. Group shall not use any tacks, nails, staples or other intrusive methods of posting material within the hotel. Damages caused will be billed to Group.
- 6.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the Hotel prior to the function.
- 6.2 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Group, date of program and number of items. Shipments should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages. Hotel may charge Group its prevailing rates for shipping to/from the Hotel.
- 6.3 **OUTSIDE VENDORS:** If Group engages an outside vendor (including, but not limited to security services, any equipment or special provisions); Group agrees to waive any liability on the part of the Hotel associated with the provision of such services or equipment. In addition, Group shall inform Hotel in writing of its engagement of such Vendor and shall provide Hotel a copy of the contract between Hotel and Vendor. Hotel may require the Vendor to indemnify and/or provide evidence of sufficient insurance to cover its activities at the Hotel. Hotel may refuse to allow Vendor access to the Hotel premises if such conditions are not met.
- 6.4 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed delivered if hand delivered, sent by Federal Express, certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address:

Hotel Address: 70 Main Street, Middletown, CT 06457 Attn: Brent Thomsen

Hotel may change Hotel's designated contact at any time upon notice. Any notice will not bind hotel unless delivered to Hotel in the manner specified.

- 6.6 **DAMAGE CLAUSE:** In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.
- 6.7 **GROUP'S PROPERTY:** Group agrees and acknowledges that Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group agrees that it will be responsible to provide security of 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.
- 6.8 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice.
- 6.9 **DISPUTE RESOLUTION:** This Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings. TO THE EXTENT ALLOWED BY LAW, THE PARTIES HERETO HEREBY WAIVE THE RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING REGARDING THIS AGREEMENT.

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- 6.10 **ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supercede any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 6.11 **MISCELLANEOUS:** The persons signing this Agreement for Hotel and Group each warrants that they are authorized to bind the Hotel and Group, respectively. 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.
- 6.12 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.
- 6.13 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the less or of 10% or the highest amount allowed by law. Group will be responsible for any collection fees, attorney fees or other costs in connection with Hotel's attempt to collect all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of such installment or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may, at its sole option, elect to cancel subsequent and future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice.
- 6.14 **RIGHT OF HOTEL TO TERMINATE:** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 5 above.
- 6.15 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions and guestrooms. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the hotel premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to _____ Hotel shall have the right to contract with other parties for the use of the , meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to _____ and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group.

If this Agreement is signed by someone/an entity other than the Group (the "Agent"), the Agent hereby certifies and represents that it has the full power, authority and permission to execute this contract as agent for the Group. In the event that the Agent executes this agreement without such authority, Agent shall remain liable for all payments and obligations hereunder.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

HOTEL Inn at Middletown
By: Brent Thomsen
Name: Brent Thomsen
Title: Director of Sales & Marketing
Date: _____

For: Wesleyan University
By : Valerie Nye
Name: _____
Title: _____
Date: _____

Please initial the bottom of each page and return all pages to contact listed above.