

**DoubleTree by Hilton Phoenix Tempe
GROUP SALES AGREEMENT**

This Agreement is made and entered into as of January 23, 2020, by and between Driftwood Hospitality, dba DoubleTree by Hilton Phoenix Tempe (hereinafter referred to as "Hotel") and WesterSFA and CASFS (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by WesternSFA and CASFS below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

Company/Organization or Sponsor's Name:	WesterSFA and CASFS
Event Name:	WesterCon 76
Contact Name:	Stephanie Bannon
Contact Phone:	(602) 803-4592
Contact Email:	stephaniebannon@cox.net
Contact Address:	PO Box 67457 Phoenix, Arizona 85051

GUEST ROOM ACCOMMODATIONS: For the dates June 28, 2023 to July 5, 2023 Hotel agrees to hold 585 room nights ("Room Nights"). The rate for each Room Night is \$92 ("Room Rate"). Guestroom revenue will generate anticipated revenues of \$53,820 ("Room Revenues"). Unless as indicated in this Agreement, Hotel does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other.

ROOM TYPE	6/28/2023	6/29/2023	6/30/2023	7/1/2023	7/2/2023	7/3/2023	7/4/2023	7/5/2023
	Wednesday	Thursday	Friday	Saturday	Sunday	Monday	Tuesday	Wednesday
Run Of House	5	5	90	150	150	150	30	5
Total Block	5	5	90	150	150	150	30	5

TOTAL ROOM BLOCK RESERVED: 585

Check-In Time: 3:00 pm

Check-Out Time: 12:00 pm

GUEST ROOM RATES:

The Hotel is pleased to confirm the following room rates for this group:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run Of House	\$92.00	\$92.00	\$102.00	\$112.00

Hotel room rates are subject to the prevailing state and local taxes – currently 14.07%

All rates are net non-commissionable.

No corkage fee will apply to guest rooms

Based on availability the rate is available 3 days pre and 3 days post conference

COMPLIMENTARY ROOMS: Hotel agrees to provide Group with 3 complimentary guest rooms for the four nights of the program to be used as Hospitality Suites, totaling 12 room nights.

RESERVATIONS: INDIVIDUAL RESERVATIONS: Each individual guest must make their own reservations by calling our toll-free number 800-528-6481 by 6/1/2023. They must identify themselves as members of the Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card.

RESERVATIONS CUT-OFF DATE: After this date, 6/1/2023, any/all rooms not reserved and guaranteed by individuals or a rooming list, shall be returned to Hotel and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

GUEST ROOM PAYMENT: Room and tax to be paid by individuals.

INCIDENTALS: Incidental expenses of Group members will be the responsibility of the individuals. If Group is responsible for incidental expenses, all such expenses will either be estimated or pre-paid, or shall be billed to the Master Account. If the individual guests are to be responsible for incidental expenses, the guest will be expected to leave a valid credit card with the Hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

CANCELLATION OF INDIVIDUAL ROOM RESERVATIONS: Notice must be received by the Hotel 48 hours prior to arrival date and cancellation number must be obtained by guest. First night room and tax will be charged if guest room is not canceled 48 hours prior to arrival.

MEETING ROOM/BALLROOM AND CATERING SERVICES

MEETING ROOMS: Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room(s) space for the specified days/times:

All meeting rooms below are hold on a 24 hour basis until Monday, ~~9/7/2023~~ ^{7/4/2023} until Midnight *SM*

All meeting rooms will be assigned no later than 3 weeks prior to start date

Date	Time	Event Class	Room	Setup	AGR
Fri, 06/30/23	8:00 AM - 10:00 PM	General Session/Congress	Fiesta Ballroom I	Round Tables of 10	150
	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom III	Round Tables of 10	120
	8:00 AM - 10:00 PM	Meeting	Encantada Ballroom	Round Tables of 10	100
	8:00 AM - 10:00 PM	Meeting	Galleria Ballroom	Round Tables of 10	150
	8:00 AM - 10:00 PM	Meeting	Tempe	Round Tables of 10	60
	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom II	Round Tables of 10	120
	8:00 AM - 10:00 PM	Meeting	Redrock	Round Tables of 10	60
	8:00 AM - 10:00 PM	Meeting	Coronado	Round Tables of 10	60
	8:00 AM - 10:00 PM	Exhibition/Trade Show	CC Lobby	Exhibition - Table Top	120
Sat, 07/01/23	8:00 AM - 10:00 PM	Office	CC Boardroom	Conference/Boardroom	15
	8:00 AM - 10:00 PM	General Session/Congress	Fiesta Ballroom I	Round Tables of 10	150
	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom II	Round Tables of 10	120
	8:00 AM - 10:00 PM	Meeting	Galleria Ballroom	Round Tables of 10	150
	8:00 AM - 10:00 PM	Meeting	Encantada Ballroom	Round Tables of 10	100
	8:00 AM - 10:00 PM	Meeting	Tempe	Round Tables of 10	60
	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom III	Round Tables of 10	120
	8:00 AM - 10:00 PM	Meeting	Redrock	Round Tables of 10	60
	8:00 AM - 10:00 PM	Meeting	Coronado	Round Tables of 10	60
Sun, 07/02/23	8:00 AM - 10:00 PM	Exhibition/Trade Show	CC Lobby	Exhibition - Table Top	120
	8:00 AM - 10:00 PM	Office	CC Boardroom	Conference/Boardroom	15
	8:00 AM - 10:00 PM	General Session/Congress	Fiesta Ballroom I	Round Tables of 10	150
	8:00 AM - 10:00 PM	Meeting	Redrock	Round Tables of 10	60
	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom III	Round Tables of 10	120
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	8:00 AM - 10:00 PM	Meeting	Galleria Ballroom	Round Tables of 10	150
	8:00 AM - 10:00 PM	Meeting	Encantada Ballroom	Round Tables of 10	100
Mon, 07/03/23	8:00 AM - 10:00 PM	Meeting	Coronado	Round Tables of 10	60
	8:00 AM - 10:00 PM	Meeting	Galleria Ballroom	Round Tables of 10	150
	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom II	Round Tables of 10	120
	8:00 AM - 10:00 PM	Exhibition/Trade Show	CC Lobby	Exhibition - Table Top	120
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	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom III	Round Tables of 10	120
	8:00 AM - 10:00 PM	Meeting	Redrock	Round Tables of 10	60
Tue, 07/04/23	8:00 AM - 10:00 PM	Meeting	Coronado	Round Tables of 10	60
	8:00 AM - 10:00 PM	Meeting	Fiesta Ballroom II	Round Tables of 10	120
	8:00 AM - 10:00 PM	Meeting	Galleria Ballroom	Round Tables of 10	150
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	8:00 AM - 10:00 PM	Office	CC Boardroom	Conference/Boardroom	15

MEETING SPACE:

Based upon Group's anticipated room block, the following sliding scale for meeting room rental will apply should group meet guest rooms occupied per night as laid out below:

Rooms occupied per night	Meeting room rental for total Event
0 - 200	\$6,000++
201-300	\$5,000++
301-400	\$4,000++
401-500	\$3,000++

- ❖ All food, beverage, audio visual and meeting room fees are subject to prevailing rates, currently 22% service charge, and 8.10% state tax.
- ❖ Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
- ❖ Group must notify Hotel in writing in advance of any delivery and set-up outside of agreed upon hotel setup and shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage it (or its employees, agents or contractors) cause to persons or property located at Hotel.

FOOD & BEVERAGE POLICY

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 2 months prior to scheduled function.
- ❖ Food and beverage prices are subject to a prevailing administrative charge (currently 22%) and applicable taxes. The Administrative Charges do not constitute a gratuity or tip for Hotel staff. No portion of the Administrative Charges will be distributed to Hotel staff who provide services during the Event.
- ❖ Final menu selections must be submitted to Hotel's Catering Officer at least 3 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Director of Catering, Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ Guarantee: The Catering Office must be notified of the guaranteed attendance no later than 12 noon 3 business days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel Agrees to prepare 5% over the guaranteed attendance for banquet functions. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- ❖ Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

BILLING/CREDIT PROCEDURES


GUESTROOM PAYMENT: IPO: Attendees will pay their own room, tax and incidentals incurred by them at the Hotel. At the time of check-in, guests will be required to pre-pay for their estimated charges by either a credit card, cash or check.

FUNCTION PAYMENT: Group will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals (if any), audio visual charges, catered group food and beverage, attrition charges (if any), cancellation charges (if any), any resulting no-show charges from group guaranteed reservations and ancillary charges. All charges that are billed through the Hotel via Group's Master Account will be subject to a prevailing administrative charge (currently 22%) plus 8.01% state tax.

MASTER ACCOUNT PAYMENT: The Hotel must be notified in writing at least forty-five days prior to Group's arrival of those individuals authorized to sign on behalf of the Group for charges to the Master Account.

SIGNING AUTHORITY: The following individual(s) have the proper authority to sign for the Group's Master Account and/or bind the Group:

Name: Stephanie L Bannon

Signature: 

Name: Kevin McAloonan

Signature: 

DEPOSIT REQUIRED: An advance payment of \$1,000 will be required in order to hold arrangements on a definite basis. The advance deposit represents a "good faith" payment that will be used in part to pay for any attrition or cancellation fees that may be incurred. This advance payment is **due upon contract signature**, with any remaining balance due as indicated below. This advance deposit (and all future deposits collected) will be credited toward the Master Account. Any unused portion of the advance deposit will be refunded to **WesterSFA and CASFS** within 30 days of group's departure.

- ❖ **CARD:** Payment will be guaranteed with your credit card. The following credit card authorization form must be completed in full and returned with the Agreement. An estimate of the anticipated charges will be posted to this card ten (10) business days prior to arrival. At the conclusion of the event and accounting review, any estimated amounts due as a refund will be credited back to the credit card. *Please note that any required advanced deposits will be posted to this credit card unless alternate payment is provided.*

CANCELLATION/MODIFICATION

HOTEL'S CANCELLATION: If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, 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.

GROUP'S CANCELLATION/MODIFICATION Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Group's event. The anticipated revenue includes the revenue from the total number of sleeping rooms Group has requested as well as the revenue received from the food and beverage services Group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

If Group decides to cancel this Agreement for any reason, Group agrees 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 of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages 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. The Group therefore agrees to pay a percentage of Total Contracted Revenues. "Total Contracted Revenues" shall mean:

Total Contracted Revenues: Contracted Room Revenues + Contracted F&B Revenues (including Rental)

Group agrees that the closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Contract signature – July 31, 2021	No Cancellation fees apply
August 1, 2021-365 days prior to arrival date:	\$5,982.00 10% of Total Contracted Revenues
364-181 days prior to arrival:	\$29,910.00 50% of Total Contracted Revenues
180 - 91 days prior to arrival date:	\$44,865.00 75% of Total Contracted Revenues
Less than 91 days prior to arrival date:	\$59,820.00 100% of Total Contracted Revenues

ATTRITION: At this time, the Hotel is holding 585 total room nights for Group's use over the contracted dates with total anticipated guest room revenues of \$53,820.00. The Hotel agrees to allow for a **twenty percent (20%)** reduction in this number. Upon conclusion, Hotel will subtract the total actualized guest room revenue from the anticipated revenue, less the amount of any permissible attrition and the difference will be posted to Group Master Account plus applicable taxes.

MULTIPLE CONTRACTS: Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after

this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel's sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel's opinion, any term of this Agreement.

MISCELLANEOUS

SIGNS AND DISPLAYS/USE OF HOTEL NAME: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the Sales Representative of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Group may use Blue Painters tape. Any damages caused to the walls, fixtures or carpet will be billed to Group.

SECURITY: Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.

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 must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages. Applicable fees will apply.

PARKING: Hotel self-parking is available complimentary.

HOTEL CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or 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: 2100 S. Priest Dr. Tempe, AZ 85282 Attn: Sara McCormick. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

GENERAL PROVISIONS

DAMAGE CLAUSE: In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes 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 caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

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 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. 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.

INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees 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.

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 from Hotel.

DISPUTE RESOLUTION: Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, 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 any 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.

ENTIRE AGREEMENT: This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersedes 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.

MISCELLANEOUS: The persons signing this Agreement each warrants that they are authorized to bind the party for which they are 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.

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.

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 lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount 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 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 all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

COMPLIANCE WITH LAWS: Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. 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 meeting room 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 February 28, 2020, Hotel shall have the right to contract with other parties for the use of the room block, 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 February 28, 2020, 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) business days, Hotel will have the right to contract with another party without any further notice to Group.

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:

DoubleTree by Hilton Phoenix Tempe
DBA DoubleTree by Hilton Phoenix Tempe:
By: *Sara McCormick*

Name: Sara McCormick

Title: Sales Manager

Date: 3/5/2020

DIRECTOR OF SALES: _____ Initial

WesternSFA/CASFS

By: *Stephanie Bannon*

Name: Stephanie Bannon

Title: Hotel Liaison

Date: 2-28-2020