

GROUP SALES AGREEMENT - ROOMS

The following represents an agreement between the Hilton Garden Inn Cleveland/Twinsburg, 8971 Wilcox Dr. I-480, SR82, Twinsburg, OH, 44087 (“Hotel”) and **Maple Heights Class of 1964** and outlines specific conditions and services to be provided.

ORGANIZATION: **Maple Heights Class of 1964**
 NAME OF EVENT: **Maple Heights Class of 1964**
 OFFICIAL PROGRAM DATES: **Thursday, 09/19/2024 to Saturday, 09/21/2024**
 CONTACT NAME: Melanie Miguel

PHONE NUMBER: (330) 351-0659
 E-MAIL: mm@images.com
 HOTEL CONTACT: Laura Powaski 330-405-7687 laura.powaski@hilton.com

GUEST ROOM AND RATE COMMITMENT

Hotel’s published rate for the month in which the event will be held are currently **\$177.00**. The Hotel agrees that it will provide, and **Maple Heights Class of 1964** agrees that it will be responsible for utilizing, room nights at the group rates in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

	Occupancy	Thu 09/19/2024		Fri 09/20/2024	
		Rooms	Inc. Rate	Rooms	Inc. Rate
1 King Bed	S	5	\$149.00	10	\$149.00
1 King Handicap Accessible Roll In Shower	S	1	\$149.00	1	\$149.00
1 King Handicap Accessible Room	S	2	\$149.00	2	\$149.00
2 Queen Beds	S	3	\$149.00	10	\$149.00

Individual Call-In: By calling Hotel at 330-405-4488 or by Hilton.com, Individuals can make their own reservations using the discount code **MAPLE1964**. For individuals to receive the established Group rate, they must identify themselves as members of the **Maple Heights Class of 1964** initially when making the reservation. All reservations must be received by the group’s cut- off date. Reservations made after the cut-off date will be subject to availability and the best available rate. *The Hotel room rates are subject to applicable Taxes (currently 15.25%) in effect at the time of checkout.*

GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by **Maple Heights Class of 1964**. Hotel will not hold any reservations unless secured by one of the above methods

CUT-OFF DATE

Reservations by attendees must be received on or before **08/20/2024**. At this Cut-Off Date, the Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the group rate after this date. Release of rooms for general sale following the Cutoff Date does not affect **Maple Heights Class of 1964’s** obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

INDIVIDUAL CANCELLATION

Individual room reservations may be canceled without penalty charges if notice is given 48 hours prior to arrival. If guest does not have a valid cancellation number prior to this time, guest may be subject to a cancellation charge of one night’s room and tax.



CANCELLATION

Maple Heights Class of 1964 acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of **Maple Heights Class of 1964's** obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and **Maple Heights Class of 1964's** obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, **Maple Heights Class of 1964** agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) it would be difficult to determine Hotel's actual harm;
- b) the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c) the highest percentage amount in the chart (the "Chart") set forth below reasonably estimates Hotel's harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel's ability to lessen its harm by reselling **Maple Heights Class of 1964's** space and functions.

Maple Heights Class of 1964 therefore, agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below, plus the food & beverage minimum revenue under this Agreement.

<i>Date of Cancellation</i>	<i>Amount of Liquidated Damages Due</i>
<i>Date of Agreement to 365 days prior</i>	<i>10% of Total Room Revenue *</i>
<i>From 180 days to 364 days prior</i>	<i>25% of Total Room Revenue *</i>
<i>From 90 days to 179 days prior</i>	<i>50% of Total Room Revenue *</i>
<i>From 31 days to 89 days prior</i>	<i>75% of Total Room Revenue *</i>
<i>From 0 to 30 days prior</i>	<i>100% of Total Room Revenue *</i>

Total Revenue is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by **Maple Heights Class of 1964's average room rate and agreed food and beverage revenue and facility fees. If applicable, state and local taxes will be added to the amounts listed above.*

*Provided that **Maple Heights Class of 1964** timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from **Maple Heights Class of 1964** relating to the Cancellation.*

LIQUOR LICENSE

Maple Heights Class of 1964 understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

COMPLIANCE LAW

This Agreement is subject to all applicable federal, provincial, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and **Maple Heights Class of 1964** agree to cooperate with each other to ensure compliance with such laws.



LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party’s costs resulting from the litigation, including reasonable attorneys’ fees.

CHANGES, ADDITIONS, MODIFICATIONS TO THIS CONTRACT

All changes, additions, deletions, or situations including corrective lining out by either the Hotel or **Maple Heights Class of 1964** will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies **Maple Heights Class of 1964** at any time prior to **Maple Heights Class of 1964’s** execution of this document, the outlined format and dates will be held by the Hotel for **Maple Heights Class of 1964** on a first option basis until:

5:00 pm Local Hotel Time on 2/8/2024

If **Maple Heights Class of 1964** cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by the Hotel of a fully executed version of this Agreement prior to **2/8/2024** or upon the Hotel’s acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon the Hotel and **Maple Heights Class of 1964**.

The Hotel and **Maple Heights Class of 1964** have agreed to and have executed this Agreement by their authorized representative as of the dates indicated below

Approved and Authorized By: Melanie Miguel Maple Heights Class of 1964	Approved and Authorized By: Laura Powaski
By: (Print Name)	By: Laura Powaski
Title:	Title: Special Events Sales Manager
Signature:	Signature:
Date:	Date: