



**EMBASSY
SUITES**
by HILTON™

Oklahoma City Downtown/Medical Center

GROUP ROOM AND EVENT AGREEMENT

Date: December 10, 2015

Company:	Southwestern Association of Criminal Justice	Hotel:	Embassy Suites Oklahoma City Downtown Medical Center
Company Contact:	Dr. Rick Helfers	Hotel Contact:	Tasha Houck
Contact Email:	rhelfers@uttyler.edu	Contact Email:	Tasha.houck@prismhotels.com
Company Address:	3900 University Blvd. Tyler, TX 75799	Hotel Address:	741 North Phillips Avenue Oklahoma City, OK 73104
Phone:	903-566-7399	Phone:	405-772-1171

POST AS: **Southwestern Association of Criminal Justice 2016 Conference** and Embassy Suites Oklahoma City Downtown Medical Center agree as follows:

EVENT DATE: Arrival: Wednesday, October 12, 2016 Departure: Saturday, October 15, 2016

MEETING DATES AND GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights in accordance with the following arrival and departure pattern:

	Wed 10/12/16	Thu 10/13/16	Fri 10/14/16
1 KING BED 2 ROOM SUITE	0	10	10
2 QUEEN BEDS 2 ROOM SUITE	12	40	40
TOTAL	12	50	50

- **Rates:** Rates do not include applicable state and local taxes, hotel occupancy tax, or the following automatic or mandatory charges (e.g., resort charges):
- Group is solely responsible for informing attendees of Fees & Gratuities, and that they are separate from and in addition to room rate and taxes; Group may not lump these items into any category such as room rate or room plus tax rate in any printed, promotional or other material.
- Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Total Room Nights: 112

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Room	Single Rate	Double Rate	Triple Rate	Quad Rate
1 KING BED 2 ROOM SUITE	\$130.00	\$130.00	\$130.00	\$130.00
2 QUEEN BEDS 2 ROOM SUITE	\$130.00	\$130.00	\$130.00	\$130.00

All rates and are net, non-commissionable.

TAX EXEMPTION

Tax exemption status, if any, must be established prior to your function. To request state, city and/or county exemption, please provide a copy of your exemption certificate with the signed copy of this agreement. Following receipt of the exemption certificate, the resort will obtain verification of exempt status. Please note that state exemption will not necessarily invoke city and/or county exemption. In order to validate exemption, payment must be made with a check from the organization requesting exemption. Any other form of payment may render exemption invalid.

ROOM RESERVATION PROCEDURES

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

Reservations:

Individual Call In:

The Hotel understands that your guests will be coordinating their own reservations by phoning their reservation requests individually to: **The Embassy Suites Oklahoma City Downtown Medical Center** reservation line 1-800-445-8667.

When phoning, it is important that each of your guests identify themselves as part of your group, and provide us with guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites), check-in and check-out dates, and VIP status. Any requests for special room arrangements must be made at the time of this call and cannot be guaranteed. Individual reservations must be made at least thirty days prior to your group’s arrival date. The Hotel does not confirm reservations in writing and room types cannot be guaranteed

Reservations will be made by individuals no later than Monday, September 12,2016

Cut-off Date: The “cut-off date” for reserving rooms in the Room Block is 5:00 p.m. local time at hotel on Monday, September 12, 2016

After the cut-off date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will, at that date, be returned to the hotel's general inventory. Reservation requests from your attendees received less than one month prior to your arrival date will be accepted on a space and rate available basis. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest check in time is 3:00pm and check out time is 12:00pm. All guests arriving before 3:00pm will be accommodated as rooms become available

GUEST ROOM CHARGES:

Individuals to pay own:

It is our understanding that your guests will pay their own account upon departure. When reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation. An individual’s deposit is refundable to that individual if the Hotel receives notice of an individual’s cancellation at least 72 hours prior to scheduled arrival, though this shall have no bearing upon the group’s total liability pursuant to either the attrition or cancellation clauses herein. Upon check-in, each guest will be required to present a valid credit card, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges for the length of the guest’s stay, plus the anticipated use of the hotel’s ancillary services. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

FOOD & BEVERAGE / MEETING REQUIREMENTS

The following table illustrates our understanding of your meeting space needs. You have agreed to hold the meetings and food and beverage events as set forward in this schedule of events.

Date	Start Time	End Time	Function	Agr
Thursday				
10/13/2016	8:00 AM	5:00 PM	Meeting	15
10/13/2016	8:00 AM	5:00 PM	Meeting	100
10/13/2016	8:00 AM	5:00 PM	General Session	100
10/13/2016	6:00 PM	9:00 PM	Reception (Students)	50
10/13/2016	6:00 PM	9:00 PM	Reception (Past President)	75
Friday				
10/14/2016	8:00 AM	12:30 AM	Meeting	15
10/14/2016	8:00 AM	12:30 AM	Meeting	100
10/14/2016	8:00 AM	12:30 AM	Lunch Plated	100
10/14/2016	8:00 AM	5:00 PM	General Session	100
Saturday				
10/15/2016	8:00 AM	12:00 PM	General Session	100
10/15/2016	8:00 AM	12:00 PM	Meeting	15
10/15/2016	8:00 AM	12:00 PM	Meeting	100

Though we usually charge for usage of our function space, the hotel will provide the function space as detailed above on a complimentary basis, in recognition of the revenue we will derive from the provision of room nights, food and beverage, and ancillary services hereunder. Labor charges for additional set-up/tear-down or for additional staffing requests will be charged in the amount of \$45 per hour.

Group must meet or exceed a minimum food and beverage purchase of **\$7,250.00** in order for room rental to be waived. Minimum must be met before service charge and tax are added. If the minimum purchase is not met remaining balance will be charged as room rental.

Food Policy:

No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the group or any of the group's guests. No remaining food or beverage shall be removed from the premises. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. Menu prices will be confirmed six months prior to function commencement. Your menu selections must be made no later than one month prior to arrival, and we require the guaranteed number of persons to be served at each food function 72 hours prior to the date of the function. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function. All food and beverage prices are subject to a sales tax of 8.375% and service charge of 23%.

ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the resort for all of its losses associated with cancellation and/or attrition.

ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES

At this time, the Hotel is holding **112** room nights for your use over the contracted dates, totaling revenues of **\$14,560.00**. Planned banquet food and beverage revenue is **\$7,250.00**. All revenue figures are net and not inclusive of taxes, service charge or commissions. We agree to allow for a 5% reduction in each revenue figure, for the purposes of calculating attrition amounts

ATTRITION

Should your event generate less room night revenue or food and beverage revenue (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than the anticipated revenues set forth above, an attrition fee will be due. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting from the anticipated room night revenue as set forth above (less the allowable 5% attrition). A charge in the amount of 90 percent of the remaining amount will be posted to your master account, plus applicable taxes. Additionally, at the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting from the Anticipated Banquet Food and Beverage Revenue Figure set forth above (less the 5% allowable attrition). A charge in the amount of 90 percent of any remaining amount will be posted to your master account, plus applicable taxes and service charges.

CANCELLATION

Cancellation damages will be calculated based upon the date of cancellation listed below and will be as a percentage of total anticipated room night and banquet food and beverage revenue figures as set forth above.

Date of Cancellation	% of Anticipated Revenue due to hotel
0-90 days prior to arrival	90% + applicable taxes and service charges
91-180 days prior to arrival	80% + applicable taxes and service charges
181-365 days prior to arrival	70% + applicable taxes and service charges
More than 365 days prior to arrival	50% + applicable taxes and service charges

Hotel reserves the right to terminate this contract if Hotel owner shall sell, transfer or convey its interest in the property provided Hotel has given at least 30 days' notice of the transfer of its interest in the hotel and termination of this agreement. In the event of any such termination, Hotel shall return all advance payments of the deposits and both parties shall have no further obligation to each other. Hotel may transfer all of its rights and obligations under this agreement to a third party who shall then be solely responsible for the performance of this agreement, and Hotel shall in that case be relieved of all obligations and responsibilities under this agreement upon transfer of all advance payments and deposits received by the Hotel to the new owner.

FORCE MAJEURE

No damages shall be due for a failure of performance due to Acts of God, war, terrorist acts, government regulation, strikes, disaster, or restrictions on commodities or supplies, any one of which make performance impossible.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

Deposit due at signing: \$1,875.00

The following items shall be charged to the Master Account: **service charges, banquet food and beverage charges**, attrition charges, meeting space rental charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting.

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Balance Due Date: Friday October 7th, 2016

Pre-payment of your total estimated Master Account will be due at least 4 days prior to arrival with Credit Card or 14 days prior to arrival with Check prior to your arrival. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

Payment must be by certified check, credit card or cash. If you prefer, all charges can be paid by credit card, via a Credit Card Authorization form. We accept American Express, Diners Club, Discover Card, JCB International, MasterCard or Visa.

If you would like to apply for credit, please request a direct bill application and return it to our Accounting Department at least 45 days prior to arrival so that we may attempt to approve credit for your meeting. If you are approved for credit, all master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account. In the event that credit is not requested or is not approved, prepayment must be made according to the terms above.

PARKING

Self-Parking is complimentary for all registered hotel guests.

Self-parking spaces are limited and available on a first come - first served basis.

As we have a limited number of complimentary parking spots the hotel offers a valet parking option once the lot has reached its capacity.

We offer valet parking at the following rates:

\$15.00 per night for overnight Valet Parking and \$10.00 for Daily Event Valet Parking

SMOKE FREE POLICY

The hotel is a smoke free facility. The Hotel is smoke free in all areas: lobby, guest rooms, restaurant, bar, meeting and banquet facilities. To protect the smoke free environment, the hotel will post a \$200.00 cleaning fee to the account of any guests who smokes in their room.

OUTSIDE VENDORS

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel reserves the right to charge a fee for outside services brought into the Hotel and to require the Group and/or outside contractor to provide proof of worker's compensation insurance for employees who will work on hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises.

Hotel reserves the right to exercise final authority over bands, deejays, musicians, and other entertainment with regard to volume and professionalism, and to require security at the group's expense for any function that the hotel deems necessary. Hotel maintains exclusive control over all connections to house audio, lighting, and electrical systems.

INSURANCE AND INDEMNIFICATION

Hotel and **Southwestern Association of Criminal Justice** each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising

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from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group, its attendees or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's gross negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Moreover, the Hotel and group will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

HOTEL POLICIES

Utilities: All electrical services and utilities, including phone, are contracted through the Hotel's Sales Department.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by the hotel. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

Other Provisions: Flammable substances and pyrotechnics are not allowed. Any damage to hotel as a result of any signs, banners or other items will be billed to Group.

Shipping and Receiving: Boxes/packages may be sent for arrival a maximum of 72 hours prior to group arrival and must be marked with the responsible party's name, group name, plus "Hold for Arrival Date of 10/13/16". All deliveries must be coordinated with resort personnel prior to function date. Such items are subject to weight restrictions. A \$10.00 per box charge will be applied to the Master Account for all boxes received and delivered by The Hotel (up to 40 pounds). Boxes over 40 pounds will incur a charge of \$20.00 each. Pallets will be charged at a rate of \$150.00 each. Outgoing packages and boxes will be charged at the same rate plus shipping cost.

Charges will be placed on master account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the hotel. Hotel will not be responsible for any damages or loss to any packages or boxes. Hotel will assist in the return of packages but will not assume any responsibility of shipping costs or delivery, and items must be packaged and labeled by group for return.

Use of name/logo: Group may not use the Hotel name or logo in any communication without prior approval from Hotel General Manager.

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MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Oklahoma City, Oklahoma and shall be governed by and construed in accordance with **Oklahoma State** law. By executing this agreement, **Southwestern Association of Criminal Justice** consents to the exercise of personal jurisdiction over it by the courts of the State of **Oklahoma**. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the Hotel's General Manager.

No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Oklahoma, and only in Oklahoma County.

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by an authorized representative of the group and thereafter signed by an authorized representative of the Hotel. The persons signing the agreement on behalf of Hotel and **Southwestern Association of Criminal Justice** each warrant that they are authorized to make agreements and to bind their principals to this agreement.

Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fill executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement. This contract must be signed and returned no later than Wednesday, December 9, 2015. If not returned to hotel by this date contract is void.

ACCEPTED AND AGREED TO:

By _____

By _____

Authorized Signer Name: Dr. George Day
Title: President
Southwestern Association of Criminal Justice

Sales Manager Name: Claire Wampler
Embassy Suites Oklahoma City
Downtown Medical Center

Date _____

Date _____