



**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between: Cincinnati Marriott at RiverCenter, 10 W Rivercenter Boulevard, Covington, KY, 41011-1463, (859) 261-2900 and American Cichlid Association and outlines specific conditions and services to be provided.

ORGANIZATION: American Cichlid Association

**CONTACT:**

Name: Phil Benes  
Phone Number: (513) 587-2804  
E-mail Address: pbenes@cinci.rr.com

NAME OF EVENT: American Cichlid Association Annual Convention

REFERENCE #: M-5C19133

OFFICIAL PROGRAM DATES: Monday, 07/04/2016 - Sunday, 07/10/2016

ANTICIPATED ATTENDANCE: 300

**GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide, and American Cichlid Association agrees that it will be responsible for utilizing, 521 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

**Attendees**

| Date       | Day | Standard Sleeping Room | Total Rooms |
|------------|-----|------------------------|-------------|
| 07/04/2016 | Mon | 1                      | 1           |
| 07/05/2016 | Tue | 10                     | 10          |
| 07/06/2016 | Wed | 50                     | 50          |
| 07/07/2016 | Thu | 150                    | 150         |
| 07/08/2016 | Fri | 150                    | 150         |
| 07/09/2016 | Sat | 150                    | 150         |
| 07/10/2016 | Sun | 25                     | 25          |

| Start Date | End Date   | Room Type              | Single   |
|------------|------------|------------------------|----------|
| 07/04/2016 | 07/10/2016 | Standard Sleeping Room | \$129.00 |

Hotel room rates are subject to applicable state and local taxes (currently 11/06%) in effect at the time of check-out.

**COMMISSION**

The group room rates listed above are net non-commissionable.

**METHOD OF RESERVATIONS** (*Passkey Enabled - Individuals making reservations*)

Hotel is pleased to offer the use of our online group reservations system powered by Passkey. All reservations will be made, modified or canceled by individuals on-line at a URL to be established by Hotel. It is the responsibility of American Cichlid Association to publish and provide this information to potential attendees through the planner’s meeting website or through email. American Cichlid Association shall be responsible for publishing the URL for all potential attendees. The Group Rate is guaranteed for reservations made on or before the Cutoff Date. Any reservations made after the Cutoff Date shall be at the Hotel’s then current available rate.

Hotel will supply a username and password to provide you with 24/7 online access to your group’s information and reports.

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a major credit card. Hotel will not hold any reservations unless secured by one of the above methods.

**CUTOFF DATE**

Reservations by attendees must be received on or before 6/8/16, (the “Cutoff Date”). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the American Cichlid Association group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect American Cichlid Association’s obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

**NO ROOM TRANSFER BY GUEST**

American Cichlid Association agrees that neither American Cichlid Association nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with American Cichlid Association reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**MASTER ACCOUNT**

Hotel must be notified in writing at least 7 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

**METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of American Cichlid Association’s credit. If credit is approved, the outstanding balance of American Cichlid Association Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

American Cichlid Association will raise any disputed charge(s) within 7 days after receipt of the invoice. The Hotel will work with American Cichlid Association in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

American Cichlid Association has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- \_\_\_\_\_ [agreed alternative]

American Cichlid Association may not change this form of payment.

In the event that credit is not approved, American Cichlid Association agrees to pay an advance deposit in an amount to be

determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to Pay own charges

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by American Cichlid Association, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

| Date       | Day | Start Time | End Time | Function Type    | Setup        | # People | Meeting Room       |
|------------|-----|------------|----------|------------------|--------------|----------|--------------------|
| 07/04/2016 | Mon | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Covington Ballroom |
| 07/04/2016 | Mon | 8:00 AM    | 11:59 PM | Registration     | Registration | 1        | Terrace IV         |
| 07/04/2016 | Mon | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Madison            |
| 07/05/2016 | Tue | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Covington Ballroom |
| 07/05/2016 | Tue | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Madison            |
| 07/04/2016 | Tue | 8:00 AM    | 11:59 PM | Registration     | Registration | 1        | Terrace IV         |
| 07/06/2016 | Wed | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Covington Ballroom |
| 07/06/2016 | Wed | 8:00 AM    | 11:59 PM | Meeting          | Theatre      | 1        | Riverview Ballroom |
| 07/06/2016 | Wed | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Madison            |
| 07/04/2016 | Wed | 8:00 AM    | 11:59 PM | Registration     | Registration | 1        | Terrace IV         |
| 07/06/2016 | Wed | 8:00 AM    | 11:59 PM | Hospitality Room | Lounge       | 1        | Kentucky           |
| 07/07/2016 | Thu | 8:00 AM    | 11:59 PM | Meeting          | Theatre      | 1        | Riverview Ballroom |
| 07/07/2016 | Thu | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Madison            |
| 07/07/2016 | Thu | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Covington Ballroom |
| 07/04/2016 | Thu | 8:00 AM    | 11:59 PM | Registration     | Registration | 1        | Terrace IV         |
| 07/07/2016 | Thu | 8:00 AM    | 11:59 PM | Hospitality Room | Lounge       | 1        | Kentucky           |
| 07/08/2016 | Fri | 8:00 AM    | 11:59 PM | Meeting          | Theatre      | 1        | Riverview Ballroom |
| 07/08/2016 | Fri | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Madison            |
| 07/08/2016 | Fri | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Covington Ballroom |
| 07/04/2016 | Fri | 8:00 AM    | 11:59 PM | Registration     | Registration | 1        | Terrace IV         |
| 07/08/2016 | Fri | 8:00 AM    | 11:59 PM | Hospitality Room | Lounge       | 1        | Kentucky           |
| 07/09/2016 | Sat | 8:00 AM    | 11:59 PM | Hospitality Room | Lounge       | 1        | Kentucky           |
| 07/09/2016 | Sat | 8:00 AM    | 11:59 PM | Meeting          | Theatre      | 1        | Riverview Ballroom |
| 07/09/2016 | Sat | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Madison            |
| 07/09/2016 | Sat | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Covington Ballroom |
| 07/04/2016 | Sat | 8:00 AM    | 11:59 PM | Registration     | Registration | 1        | Terrace IV         |
| 07/09/2016 | Sat | 6:00 PM    | 10:00 PM | Dinner           | Rounds of 10 | 200      | Grand Gazebo       |
| 07/10/2016 | Sun | 8:00 AM    | 6:00 PM  | Meeting          | Theatre      | 1        | Riverview Ballroom |
| 07/10/2016 | Sun | 8:00 AM    | 11:59 PM | Hospitality Room | Lounge       | 1        | Kentucky           |
| 07/10/2016 | Sun | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Madison            |
| 07/10/2016 | Sun | 8:00 AM    | 11:59 PM | Exhibits         | Exhibits     | 1        | Covington Ballroom |
| 07/04/2016 | Sun | 8:00 AM    | 11:59 PM | Registration     | Registration | 1        | Terrace IV         |

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 6%) and service charge (currently 24%) in effect on the date(s) of the event.

**ROOMS ATTRITION**

Hotel is relying upon American Cichlid Association's use of the Room Night Commitment. American Cichlid Association agrees that a loss will be incurred by Hotel if American Cichlid Association's actual usage is less than [80%]

of the Room Night Commitment.

If American Cichlid Association's actual usage is less than [80%] of the Room Night Commitment, American Cichlid Association agrees to pay, as liquidated damages and not as a penalty, the difference between [80%] of the Room Night Commitment and American Cichlid Association's actual usage, multiplied by the average group room rate, plus applicable taxes.

### **CONCESSIONS**

\$10 rebate per room night

Complimentary meeting room rental

Complimentary WiFi in meeting and sleeping rooms

1 Complimentary room for every 40 rooms occupied

100,000 Marriott Reward points if signed contract is received by Dec. 15, 2015

Group will bring in their own snacks and alcohol/beverages for their hospitality room

Complimentary Executive Three bedroom Suite top floor, 7/4 – checking out 7/11/2016

### **ADJUSTMENTS TO CONCESSIONS**

In the event of reductions in the Room Night Commitment of more than 20%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

### **FOOD AND BEVERAGE ATTRITION/CANCELLATION**

The Hotel is relying upon the food and beverage functions outlined below. American Cichlid Association agrees that a loss will be incurred by Hotel if there is a cancellation or reduction in the number of food and beverage functions and the number of food and beverage covers.

American Cichlid Association agrees that it will provide Hotel total Event food and beverage revenue of \$7,000, exclusive of taxes and service charges ("Agreed Event F&B Revenue"), subject to change(s) by American Cichlid Association no later than 72 hours prior to each function of the Event. American Cichlid Association shall provide Hotel with 3 days advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event. American Cichlid Association shall provide Hotel this information no later than 72 hours prior to the scheduled time for each such function. The net number of covers resulting from this notice shall be referred to herein as a "Guaranteed Function".

If American Cichlid Association fails to (i) provide Hotel with the full Agreed Event F&B Revenue; or (ii) use all of the covers at any Guaranteed Function; or (iii) provide Hotel with any increase in the Agreed Event F&B listed in the Banquet Event Order, American Cichlid Association will pay Hotel within thirty (30) days, as liquidated damages and not as a penalty, the following amount:

The difference between the agreed upon food & beverage minimum and the actual food and beverage minimum.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such catered functions.

### **OPTIONAL CLAUSE**

In the event that the brand or Management Co. of the hotel changes, the American Cichlid Association has the option of cancelling event without a penalty.

### **CANCELLATION**

American Cichlid Association 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 American Cichlid Association's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and American Cichlid Association's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, American

Cichlid Association 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) Due to the short period of time between the execution of this Agreement and the Event dates, and/or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms or function space on a "last-sale" basis in the event of a Cancellation.
- (c) The amount set forth below reasonably estimates Hotel's harm for a Cancellation.

American Cichlid Association therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, \$20,261, plus applicable taxes, under this Agreement. Provided that American Cichlid Association timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from American Cichlid Association relating to the Cancellation.

### **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, 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.

### **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or American Cichlid Association will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

### **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.

### **LIQUOR LICENSE**

American Cichlid Association understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders **except in the Kentucky room**. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

### **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section does not apply to customers that are not part of the U.S. federal government. This section describes the Hotel's obligations as a federal contractor.

Hotel shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Hotel (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination**

**against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity national origin, protected veteran status or disability.**

Hotel also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Hotel shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

### **REWARDS PROGRAM - REWARDING EVENTS**

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and American Cichlid Association has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below:

Rewarding Events program is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE.

### **GROUP MUST CHECK ONE OPTION BELOW:**

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) **is eligible** to receive Rewarding Events Points or airline miles.

Member Name \_\_\_\_\_  
Marriott Rewards Program Member Number \_\_\_\_\_

\*If airline miles are desired instead of Rewarding Events Points, please also provide:

Frequent flier airline miles account number \_\_\_\_\_  
Airline Name \_\_\_\_\_

OR

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) **declines or is not eligible** to receive Rewarding Events Points or airline miles and hereby waives the right to receive an award of Points or airline miles in connection with the Event.

The number of Points or airline miles to be awarded shall be determined pursuant to the Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at <http://www.marriott.com/rewards/terms/earning.mi>, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) identified above to receive either Points or airline miles may not be changed without such individual(s)' prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than Points. All Rewards Program Terms and Conditions apply.

\*Electronic selection – This may be done in Microsoft Word using the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

### **ACCEPTANCE**

When presented by the Hotel to American Cichlid Association, this document is an invitation by the Hotel to American Cichlid Association to make an offer. Upon signature by American Cichlid Association, this document will be an offer by

American Cichlid Association. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies American Cichlid Association at any time prior to American Cichlid Association's execution of this document, the outlined format and dates will be held by the Hotel for American Cichlid Association on a first-option basis until 12/15/15. If American Cichlid Association cannot make a commitment prior to that date, this invitation to 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 signature by both parties, American Cichlid Association and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by American Cichlid Association.

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: (Print) Shelley Delaney

Title: (Print) Senior Sales Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_