



**EMBASSY SUITES
HOTEL °**

Albuquerque
1000 Woodward Place NE, Albuquerque, New Mexico 87102
505-245-7100

GROUP SALES EVENT AGREEMENT

This Group Sales Event Agreement ("Agreement") is by and between National Association of State Student Grant & Aid Programs ("Group" or "you" or "your(s)") and Hammons of New Mexico, LLC and Embassy Suites by Hilton Albuquerque Hotel and Spa (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Ms. Clantha McCurdy	Name of "Event":	National Association of State Student Grant & Aid Programs Conference
Title:	President	Date(s) of Event:	Monday, October 15, 2018 - Friday, October 19, 2018
Responsible Party (Company Name or Individual)	National Association of State Student Grant & Aid Programs	Post to Reader Board As:	National Association of State Student Grant & Aid Programs Conference
Address:	One Ashburton Place Room 1401	Hotel Contact:	Kelley Stout
City, State, Zip:	Boston, MA 02108	Title:	Executive Meeting Manager
Phone:	(617) 391-6098	Phone:	505-353-5362
Email:	RachelleS@wsac.wa.gov	Email:	kelley.stout@jqh.com

MEETING DATES AND GUEST ROOM BLOCK:

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

GUEST ROOM RATES

	Mon 10/15/18	Tue 10/16/18	Wed 10/17/18	Thu 10/18/18
Run of House	12	40	40	40

Rates for your meeting are subject to prevailing Government Per Diem at time of event.

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 13%. All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

AGREED ROOM NIGHT REVENUE:

Total sleeping room nights reserved 132 for an Agreed Room Night Revenue of **\$12,012.00**.

CHECK-IN / CHECK-OUT:

Guest accommodations will be available at 3:00 pm on arrival day and reserved until 12:00 pm on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

RESERVATION DUE DATE (Cut Off):

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed no later than **Saturday, September 15, 2018** ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the room block.

After Reservation Due Date as described above and prior to your arrival 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 after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

TAX EXEMPT STATUS:

If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to the group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

ROOM RESERVATION PROCEDURES / METHOD OF PAYMENT:

In order to confirm individual reservations, your guests can phone in their requests, to the following number: 1- 800-EMBASSY / 1-800-362-2779 or by contacting the hotel directly at 1-505-245-7100.

Guests may also utilize a Private Online Group webpage to make reservations. A link to this page will be sent to the group contact once a signed agreement is received by the hotel.

It is important that each of your guests contact the Hotel by Reservation Due Date and identify themselves as part of your group event: **NASSGAP** and provide us with guest name, home or business address, email address, requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites), and check-in and check-out dates. Any requests for special room arrangements must be made at the time of this call. A valid credit card will be required for all reservations.

It is our understanding that your guests will pay their own account upon departure. Group assumes responsibility for informing all attendees of the discounted group room rate and applicable taxes. 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 Agreed use of the Hotel's ancillary services, and we require each guest's home/business address and e-mail address.

MEETING REQUIREMENTS:

Though we usually charge for usage of our function space as room rental, the Hotel will provide all of the function space you require in accordance with the schedule of events which is described below based on a negotiated Food & Beverage minimum herein and in recognition of the revenue derived from the provision of room nights and ancillary services hereunder. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

Your final program must be confirmed in writing no later than 60 days before the commencement of your meeting, though Hotel is not obligated to provide space in excess of that set forth below. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the Hotel's meeting space to be used for your meeting may not be disseminated by the Group without the Hotel's prior approval.

SCHEDULE OF EVENTS:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
10/16/2018	12:00 PM	5:00 PM	Meeting	Agave Meeting Room	U-Shape	20	
10/16/2018	5:00 PM	8:00 PM	Reception	Sierra Ballroom I	Cocktail Rounds	50	
10/17/2018	8:00 AM	5:00 PM	Meeting	Sierra Ballroom III	Classroom Style	50	
10/17/2018	10:00 AM	10:30 AM	Break	Sierra Ballroom III	Classroom Style	50	
10/17/2018	12:00 PM	1:00 PM	Lunch	Sierra Ballroom II	Rounds	50	
10/17/2018	2:30 PM	3:00 PM	Break	Sierra Ballroom III	Classroom Style	50	
10/18/2018	8:00 AM	5:00 PM	Meeting	Sierra Ballroom III	Classroom Style	50	
10/18/2018	10:00 AM	10:30 AM	Break	Sierra Ballroom III	Classroom Style	50	
10/18/2018	12:00 PM	1:00 PM	Lunch	Sierra Ballroom II	Rounds	50	
10/18/2018	2:30 PM	3:00 PM	Break	Sierra Ballroom III	Classroom Style	50	
10/19/2018	8:00 AM	12:00 PM	Meeting	Sierra Ballroom III	Classroom Style	50	

** Specific meeting rooms cannot be guaranteed and are subject to change*

AGREED MINIMUM FOOD AND BEVERAGE REVENUE FIGURE: Agreed minimum banquet food and beverage revenue is \$6,000.00, which does not include any other applicable event charges, service charges or applicable taxes. These figures shall be referred to herein as the "Agreed Minimum Food and Beverage Revenue Figure." If the Agreed Minimum Food and Beverage Revenue Figure is not met, the balance will be charged as meeting room rental. Group will be responsible for the charges listed on the BEO or the Agreed Minimum Food and Beverage Revenue Figure, whichever is greater, and said charges will be posted as a charge to Group's Master Account, plus applicable event charges, taxes and service charges.

SERVICE CHARGE: A service charge of 23% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your event.

FOOD POLICY: Though the Group's obligation for food and beverage revenue is set forth herein, the Hotel will confirm all banquet food and beverage prices no later than 90 days before the commencement of your meeting, and Group will confirm all menu arrangements in writing no later than 30 days before the commencement of your meeting. If that confirmation is not received by that date, your requested menu selections may not be available. The number of guests in attendance at each function shall be guaranteed by Group on a banquet event order no later than three business days before the commencement of your meeting. If your actual attendance for each function is less than the guaranteed number of guests, you will be liable for the food and beverage charges for 100% of the guaranteed number. 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.

ROOM BLOCK / SERVICES COMMITMENT:

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. 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 Hotel for all of its losses associated with cancellation and/or attrition.

ATTRITION: We agree to allow for a 10% reduction in the "Agreed Room Night Revenue Figure" if said reduction is requested by the Reservation Due Date. After the Reservation Due Date, Group will be responsible for the total value of the guestrooms reserved on that date (# of rooms held x room rate) or the original contracted block with attrition, whichever is greater. Any applicable taxes and service charges will be added and posted as a charge to Group's Master Account.

CANCELLATION: Group has committed to the functions listed on the above Room Nights Agreement and Schedule of Events. It is understood that Hotel loses substantial revenue upon the unexpected cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group's event is canceled.

If any single function is cancelled, the group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet Agreed Minimum Food and Beverage Revenue Figures as outlined above. If the entire event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION POLICY:

Cancellation Fee is based on Agreed Room Night Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable event charges (i.e. meeting room rental, setup charges, audio visual charges), service charge and applicable taxes.

Cancelled more than 90 days prior to arrival = 50%

Cancelled 89-30 days prior to arrival = 75%

***Cancelled within 29 days prior to arrival = 90%**

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

BILLING PROCEDURES:

Upon request, a Direct Bill application must be signed and returned to our Accounting Department within 90 days prior to the event date so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due **two (2) weeks prior to the event date**. 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. A valid Credit Card Authorization form is required upon signature of the agreement referred herein as the Master Account pending future updated payment method provided, if any. Alternate payment

method must be provided prior to the full payment due.

Purchase orders are accepted upon advance request. An estimated Invoice will be provided based on anticipated charges and requirements. Final charges may differ from estimate provided and is the responsibility of the group to pay final billing.

The following items shall be charged to the Master Account: authorized sleeping rooms and tax, banquet food and beverage charges, service charges and tax, attrition charges (if any), meeting space rental charges (if any), cancellation charges (if any), audio-visual charges and applicable taxes thereon (if any) and additional 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. During the course of your meeting, we would be pleased to have you meet with us each day, to review your master bill and to keep it accurate and up to date. Please let your Convention Services Manager know if you wish to establish a daily meeting.

A final bill, containing receipts and other back-up information, will be mailed to the Group within three days of the Group's departure. Master Account charges may be paid in the form of cash, check or bank transfer. 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.

AUDIO-VISUAL – VENDOR / CONTRACTORS:

Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions to using the Hotel or its exclusive provider require Hotel General Manager approval. Applicable service charges and taxes will apply to all audio-visual services, whether provided by the Hotel, Hotel's exclusive provider, Group or Group's outside contractor.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and may incur a fee for outside services brought into the Hotel. The Group and/or outside contractors must 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, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

SHIPPING AND RECEIVING:

Charges will be placed on the 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 shipping charges, damages or loss to any packages or boxes.

INSURANCE AND INDEMNIFICATION:

Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract, amounts not less than \$1,000,000.00 per occurrence. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. 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, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

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', agents', employees', independent contractors' or exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. 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.

ENTIRE AGREEMENT:

This Agreement, together with the below-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto and incorporated herein, shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Group shall present Hotel an executed version signed by Group's Representative prior to 2017-03-13 00:00:00. Upon Hotel's acceptance of this agreement, it will be placed on a definite basis and will be binding upon Hotel and Group.

ADDITIONAL TERMS AND CONDITIONS: By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website: <http://p.jqh.com/tandc.html>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

ACCEPTED AND AGREED TO:

GROUP: National Association of State Student Grant & Aid Programs

By: Ms. Clantha McCurdy

HOTEL:

Hammons of New Mexico, LLC and Embassy Suites by Hilton Albuquerque Hotel and Spa

By:

Ms. Clantha McCurdy

Name:

Dated:

04/03/2017

By:

Kelley Stout, Executive Meeting Manager

Name:

Dated:

4-3-17

Director of Sales:

Name:

Dated:

4/3/17