



EMBASSY SUITES

HOTEL®

at the Chevy Chase Pavilion

4300 Military Road N.W.

Washington, DC 20015

202-362-9300

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between the Embassy Suites at the Chevy Chase Pavilion (the “Hotel”) and National Association of State Student Grant and Aid Programs and outlines specific conditions and services to be provided.

ORGANIZATION: National Association of State Student Grant and Aid Programs

CONTACT: Name: Elizabeth McDuffie
Address: 2 UNC-TV Drive
City, State: Research Triangle Park, NC
Postal Code: 27709
Phone Number: (919) 248-4642

NAME OF EVENT: National Association of State Student Grant and Aid Programs October

OFFICIAL PROGRAM DATES: Monday, October 21, 2019 - Friday, October 25, 2019

GUEST ROOM BLOCK

The Hotel agrees that it will provide, and National Association of State Student Grant and Aid Programs agrees that it will be responsible for utilizing 160 room nights (“Total Room Nights”) as follows:

	King Suite Non-Smoking	
	Rooms	Rate
Mon 10/21/2019	22	\$231.00
Tue 10/22/2019	46	\$231.00
Wed 10/23/2019	46	\$231.00
Thu 10/24/2019	46	\$231.00

**Rate includes complimentary cooked-to-order breakfast and complimentary evening reception.*

Hotel Suite Rates are subject to applicable local lodging taxes (currently 14.8%) in effect at time of check-in or cancellation.

COMMISSION

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

CONCESSIONS

Complimentary Wi-Fi in all guest rooms and meeting event space and 8% Event Fee Waived.
Hotel Will offer group rate 3 days pre-check in and 3 days post check out
20% off A/V

METHOD OF RESERVATIONS

Reservations will be made by way of a booking link that will be provided by hotel upon execution of this agreement. Reservations will need to be confirmed by **Saturday, September 21, 2019**.

If reservations are not received by Hotel by the cut-off date. Release of rooms does not affect National Association of State Student Grant and Aid Programs obligation as discussed elsewhere in this agreement.

TAX EXEMPT STATUS

National Association of State Student Grant and Aid Programs is not a tax exempt organization.

GUARANTEE POLICY

All reservations must be accompanied by a first night room deposit, or guaranteed with a major credit card or by National Association of State Student Grant and Aid Programs. Hotel will not hold any reservations unless secured by one of the above methods.

Individual reservations must be cancelled not later than **72 hours** prior to intended arrival in order to avoid cancellation charges. Please advise National Association of State Student Grant and Aid Programs guests to obtain a cancellation number from our reservations agent or we cannot guarantee a credit will be issued.

RESERVATION DUE DATE

Reservations by attendees must be received on or before **Saturday, September 21, 2019**, (the "Due Date"). At the Due Date, 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 space- and rate-available basis at the group rate after this date.

Release of rooms for general sales following the Due Date does not affect National Association of State Student Grant and Aid Programs obligation, as discussed elsewhere in this agreement, to utilize guest rooms.

CHECK-IN/CHECK-OUT PROCEDURE

Rooms are available for check-in **after 3:00 p.m.** and checkout time is **12:00 noon**. If for any reason, rooms are not available when your guests arrive, we will be delighted to store luggage for them. We will also store luggage for those guests who may require a delayed departure.

EARLY CHECK-OUT

Any guest who departs the hotel ahead of his or her schedule date of departure will be charged **one night** room and tax in addition to any charges accrued during their stay. Guests will have the opportunity to verify and amend their departure date at check-in without charge.

ATTRITION CLAUSE

Hotel is relying upon National Association of State Student Grant and Aid Programs use of 128 Total Room Nights. National Association of State Student Grant and Aid Programs agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in Total Room Nights actually used

Should the room nights actually used by National Association of State Student Grant and Aid Programs be less than 80% of the Total Room Nights, National Association of State Student Grant and Aid Programs agrees to pay the difference between 80% of the Total Room Nights and National Association of State Student Grant and Aid Programs actual usage of rooms, multiplied by the average group room rate plus applicable lodging taxes (currently 14.8%) in effect at time of check-in.

IMPOSSIBILITY

The performance of this Agreement is subject to any circumstances making it impossible to provide use of the Hotel, including Acts of God, war, Elevation of National Threat Level to Red in Washington DC, natural disaster

or civil disorder. The Agreement may be terminated for any of the above reasons by written notice from either party to the other.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or National Association of State Student Grant and Aid Programs will not be considered agreed to or binding unless such modifications have been approved in writing by the other in the form of a contract or addendum provided by the hotel.

MEETING AND BANQUET REQUIREMENTS

The meeting and/or food and beverage program agenda below is our understanding of your meeting and function requirements. Should you desire additional food and beverage services and/or meeting space, please advise us as soon as possible so that we may attempt to secure such additional space for your use.

Date	Time	Event Class	Room	Setup	AGR	GTD	RENTAL
Tue, 10/22/19	8:00 AM - 5:00 PM	Meeting	Newlands Boardroom	Existing Setup	20		\$0
Tue, 10/22/19	4:00 PM - 6:00 PM	Registration	Mezzanine	Registration	4		\$0
Tue, 10/22/19	6:00 PM - 9:00 PM	Reception Medium	Mezzanine	Round Tables of 8	40		\$0
Wed, 10/23/19	7:00 AM - 5:00 PM	Registration	Foyer	Registration	4		\$0
Wed, 10/23/19	7:45 AM - 5:00 PM	Meeting	Chevy Chase Ballroom	Classroom	60		\$450
Wed, 10/23/19	9:45 AM - 10:00 AM	Continental Breakfast	Chevy Chase Ballroom	Classroom	52		\$0
Wed, 10/23/19	12:00 PM - 1:15 PM	Lunch	Mezzanine	Round Tables of 8	52		\$0
Wed, 10/23/19	3:15 PM - 3:30 PM	Break	Chevy Chase Ballroom	Classroom	52		\$0
Thu, 10/24/19	7:00 AM - 3:00 PM	Registration	Foyer	Registration	4		\$0
Thu, 10/24/19	7:45 AM - 5:00 PM	Meeting	Chevy Chase Ballroom	Classroom	60		\$450
Thu, 10/24/19	10:30 AM - 11:00 AM	Break	Chevy Chase Ballroom	Classroom	54		\$0
Thu, 10/24/19	12:00 PM - 1:15 PM	Lunch	Mezzanine	Round Tables of 8	54		\$0
Thu, 10/24/19	3:15 PM - 3:45 PM	Break	Chevy Chase Ballroom	Classroom	54		\$0
Fri, 10/25/19	7:45 AM - 1:00 PM	Meeting	Chevy Chase Ballroom	Classroom	50		\$450

The Hotel reserves the right to reassign meeting and banquet space. In order to make National Association of State Student Grant and Aid Programs’ function(s) as successful as possible, National Association of State Student Grant and Aid Programs final menu selections, meeting requirements, estimated number of attendees, and arrangement for entertainment, decorating, flowers, photography, audio/visual, lighting, electrical hook-ups and other special requirements, must be submitted at least four (4) weeks prior to the first contracted event. Should those requirements be received after that time, the Hotel cannot guarantee availability of these services. The quotations listed do not include taxes and service charge, which are currently 10% tax on food and beverage and 5.75% on audio-visual equipment and 24% taxable service charge.

BANQUET SERVICES

National Association of State Student Grant and Aid Programs has agreed to hold the food and beverage events set forth in the meeting and banquet requirement section of this agreement.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your event. For National

Association of State Student Grant and Aid Programs's information and guidance, current average menu prices are as follows:

Breaks:	\$ 20.95
Breakfast:	\$ 22.95
Lunch:	\$ 36.95
Reception:	\$ 31.95
Dinner:	\$ 41.95

Upon request, copies of proposed menus will be provided. The quotations listed do not include taxes and service charge, which are currently 10% tax for food and beverage and 5.75% for audio-visual and rental equipment, 8% Event Fee for Food and Beverage and 24% taxable service charge.

Clients may utilize their own audio-visual equipment, however the hotel will charge a minimum of \$75, per meeting room, per day, plus service charge and tax, for the use of outside audio-visual equipment and/or vendors. The Hotel will not set-up, tear-down or otherwise troubleshoot outside equipment utilized for client functions. Client supplied audio-visual equipment may not be used in conjunction with Hotel equipment.

Until specific menus and prices are established, Hotel will compute any performance or cancellation damages due using the average menu prices above and number of attendees listed in the meeting and banquet requirement section of this agreement.

The minimum food and beverage minimum revenue for this event for Monday, October 21, 2019 - Friday, October 25, 2019 is \$3000.00 , plus 24% taxable service charge, 8% Event Fee(←waived) and 10% tax.

The Hotel is licensed to serve food and beverages. No food or beverages may be brought into the Hotel by National Association of State Student Grant and Aid Programs for service at Association of State Student Grant and Aid Programs October.

GUARANTEES AND FOOD AND BEVERAGE ATTRITION

A final guaranteed number of attendees is due three (3) business days prior to the first scheduled event. If a final guarantee is not submitted, the total contracted number of attendees will be used as the final guarantee. National Association of State Student Grant and Aid Programs is responsible for all guaranteed food and beverage costs multiplied by the final guarantee or the actual number of attendees; whichever is greater.

Should the guaranteed number of attendees confirmed by National Association of State Student Grant and Aid Programs be less than 80% of the originally contracted count, National Association of State Student Grant and Aid Programs agrees to pay the difference between 80% of the originally contracted count and National Association of State Student Grant and Aid Programs actual attendance, multiplied by the pricing detailed in the Banquet Services Section of the agreement, plus applicable service charges and taxes current at the time of the event.

CANCELLATION CLAUSE

National Association of State Student Grant and Aid Programs agrees to provide Hotel with written notice of any decision to cancel or otherwise abandon its use of the Total Banquet Services (a "Cancellation") within five (5) days of such decision. National Association of State Student Grant and Aid Programs acknowledges that a Cancellation would constitute a breach of National Association of State Student Grant and Aid Programs's obligation to Hotel and Hotel would be harmed. If a cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Hotel's actual harm; and
- (b) \$34122 reasonably estimates Hotel harm for cancellation and establishes "Total Anticipated Revenue" for this event; and
- (c) In the event of Cancellation, the following schedule applies for responsibility as liquidated damages:
Date of Cancellation
Return of Signed Agreement to 90 Days prior to arrival = 25% Total Anticipated Revenue

89 days to 30 Days prior to arrival = 50% Total Anticipated Revenue
29 Days or less to arrival date = 75% Total Anticipated Revenue

National Association of State Student Grant and Aid Programs therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount indicated according to the schedule above. Provided that National Association of State Student Grant and Aid Programs timely notifies Hotel of the Cancellation and timely pays the above listed liquidated damages, Hotel agrees not to seek additional damages from National Association of State Student Grant and Aid Programs relating to the Cancellation.

PARKING

The daily parking fee is **\$26.00** per vehicle, per night. Parking rates are not established by the Hotel and are subject to change without notice. Parking rates are not guaranteed by this agreement.

BILLING ARRANGEMENTS

All Banquet\Catering charges will be paid via credit card on file.

For all charges to be paid by a credit card, a credit card authorization must be on file with the hotel at the time the executed contract is returned. For all charges to be paid via an approved direct account with the Hotel, National Association of State Student Grant and Aid Programs agrees that the master account will be fully paid by company or certified check within 30 days after receipt of the bill. In the event that charges are disputed, all undisputed amounts will be paid within 30 days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 2% per month until paid.

GOVERNING LAW/ARBITRATION

The laws of the District of Columbia shall govern this Agreement. All litigation related to this contract shall be filed only in the county and state in which the hotel is located, or US Federal Court for the District in which the hotel is located, which shall have exclusive jurisdiction and venue for the dispute.

AMERICANS WITH DISABILITIES ACT (“ADA”)

The Hotel shall comply with the requirements of the ADA with respect to architectural, communication and transportation barriers at and about the Hotel premises. However, the parties acknowledge that the Hotel’s capacity to provide auxiliary aids and services and guestrooms accessible to or otherwise equipped for the benefit of disabled persons may be limited in number and kind. National Association of State Student Grant and Aid Programs shall notify the Hotel reasonably prior to the Event of the number and type of such aids and services or rooms required by National Association of State Student Grant and Aid Programs’s attendees. The Hotel, in turn, promptly will notify National Association of State Student Grant and Aid Programs of the extent to which such needs exceed the Hotel’s ADA capacity.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies National Association of State Student Grant and Aid Programs at any time prior to National Association of State Student Grant and Aid Programs’s execution of this document, the outlined format and dates will be held by the Hotel for National Association of State Student Grant and Aid Programs on a first-option basis until **Saturday, September 21, 2019**. If National Association of State Student Grant and Aid Programs 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 Hotel of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and National Association of State Student Grant and Aid Programs.

Hotel and National Association of State Student Grant and Aid Programs have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by National Association of State Student Grant and Aid Programs

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Chris Allen- Group Sales Manager

Title:

Signature: _____

Date: