

**EMBASSY SUITES OMAHA DOWNTOWN/OLD MARKET**  
 555 S. 10TH STREET OMAHA, NE 68102 WWW.EMBASSYSUITESOMAHA.COM  
 PHONE: 402.346.9000 FAX: 402.345.6156

**BOOKING CONTRACT**

ORGANIZATION:	<b>First Unitarian Church</b>	TODAY'S DATE:	<b>11/6/06</b>
CONTACT:	<b>Ms. Cheri Cody Ms. Barb Dewell Mr. Jim Murphy</b>	BOOKED BY:	<b>Annebeth Kearney M</b>
ADDRESS:	<b>3114 Harney Street</b>	CODE:	
CITY:	<b>Omaha</b>	STATE:	<b>NE</b>
PHONE:	<b>402-345-3039</b>	ZIP:	<b>68131-3910</b>
POST AS:	<b>Prairie Star District UUA Annual Conference</b>	FAX:	<b>402-</b>

**OVERNIGHT ACCOMMODATIONS**

	Fri 04/04/08	Sat 04/05/08
Run of House	55	55

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	\$139.00	\$139.00	\$149.00	\$149.00

Rates quoted are net, non-commissionable. Please note that the above guest room rate is per room, per night and subject to room taxes and occupancy fees totaling 16.485%. Cancellations for individual rooms must be received by the Hotel at least 24 hours in advance. Check-in time is 3:00PM. Check-out time is 12:00PM. Early suite availability on the day of arrival cannot be guaranteed but the hotel will gladly store baggage until suites are available. Rates quoted include complimentary two-hour manager's reception and complimentary cooked-to-order breakfast for each overnight guest.

**RESERVATION METHOD:** Individuals will make their own room arrangements through Embassy Suites' toll-free reservation number (1-800-EMBASSY) or by contacting the hotel directly prior to the cut-off date. Individual reservations must be guaranteed with a major credit card and will be held for arrival after 6:00 PM local time.

**CUT-OFF DATE:** 03/05/08 The stated block of suites will be held until this date, after which any unreserved suites will be released and made available for general sale. Reservation requests received after this cut-off date will be accepted and confirmed upon availability at our current suite rates; it is understood there is no guarantee that the above quoted group rates will be available after cut-off date.

**AMENITIES:** The Hotel will be happy to deliver any amenities you may have. A \$2.00 per item per day charge will be applied to your master account.

**SCHEDULE OF EVENTS**

*Please note, if you are including external entertainment for your event, please ensure details are provided to Embassy Suites. Any potential threat to life or property will require approval prior to the event*

Any changes in times, number of attendees, number of meetings, or food and beverage functions must be addressed with your hotel contact in order to ensure the changes can be accommodated. The Hotel reserves the right to adjust meeting space as necessary. Any changes to the function space listed below will be communicated to the group prior to the group's arrival.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Friday, 04/04/08	3:00 PM	11:00 PM	Registration	Fountain Courtyard	See Diagram	5	
	6:00 PM	7:00 PM	Exhibits	Fountain Courtyard	See Diagram	15	
	6:00 PM	7:00 PM	Setup	Platte/Elkhorn	Existing	10	
Saturday, 04/05/08	7:00 AM	10:00 PM	General Session	Platte/Elkhorn	Theater Style	300	
	7:00 AM	7:00 PM	Exhibits	Fountain Courtyard	See Diagram	15	
	7:00 AM	11:00 PM	Registration	Fountain Courtyard	See Diagram	5	
	7:30 AM	9:00 AM	Plated Breakfast	Platte/Elkhorn	Rounds of 12	300	
	9:00 AM	10:15 AM	General Session	Missouri		300	
	10:15 AM	10:30 AM	Break	Fountain Courtyard	Flow	300	
	10:30 AM	4:30 PM	Break Out	Platte	Theater Style	35	
	10:30 AM	4:30 PM	Break Out	Council Bluffs B	Theater Style	35	
	10:30 AM	4:30 PM	Break Out	Council Bluffs A	Theater Style	35	
	10:30 AM	4:30 PM	Break Out	Elkhorn A	Theater Style	35	
	10:30 AM	4:30 PM	Break Out	Elkhorn B	Theater Style	35	
10:30 AM	4:30 PM	Break Out	Elkhorn C	Theater Style	35		
12:00 PM	1:15 PM	Buffet Lunch	Atrium	Existing	300		
2:45 PM	3:15 PM	Break	Fountain Courtyard	Flow	300		
4:45 PM	6:15 PM	General Session	Missouri	Theater Style	300		

	6:15 PM	7:00 PM	Reception	Fountain Courtyard	Flow	300	
	7:00 PM	9:00 PM	Plated Dinner	Missouri/Platte/Elkhorn	Rounds of 10	300	
	9:15 PM	10:00 PM	General Session	Elkhorn	Theater Style	250	
Sunday, 04/06/08	7:30 AM	8:45 AM	Plated Breakfast	Platte/Elkhorn	Rounds of 12	300	
	8:15 AM	9:15 AM	Setup	Missouri/Platte	Existing	10	
	9:30 AM	10:30 AM	General Session	Missouri/Platte	Existing	10	
	11:00 AM	12:00 PM	Meeting	Boardroom	Existing	10	

**FOOD AND BEVERAGE ATTRITION**

If First Unitarian Church's actual four day guarantee is less than 85% of the ten day expected attendance, First Unitarian Church agrees to pay, as liquidated damages and not as a penalty, the difference between 85% of the ten day expected attendance and First Unitarian Church's actual guarantee, multiplied by the average per person cost.

**FOOD AND BEVERAGE**

Based upon the number of guests and space reserved for this event, a minimum of **285 people x \$125.00 Inclusive of Service Charge and Tax** in food, beverage, audio visual i.e. function space charges will be required for your function. This minimum does not include Labor charges, parking or any other miscellaneous charges. If your final attendance drops below the approximate number of guests of 285, the Hotel will be happy to advise you on additional items to meet the required minimum and/or the group master account will be billed for the difference. At the conclusion of the event, if the minimum of **285 people x \$125.00 inclusive** was not met, the balance will be assessed as a service charge.

Upon receipt of this contract, a Catering Manager will be assigned to work with you on coordination of your program. The Catering Manager will also handle all of your food and beverage requirements. We will be pleased to confirm all food and beverage prices three (3) months prior to arrival. **The Catering Manager will contact you ten days prior to your event to receive your ten day expected number of attendees. Confirmation for the number of guests to be served must be received four working days prior to the scheduled functions; otherwise the Hotel will consider your ten day expected attendance to be your final guarantee.**

The **Embassy Suites Hotel** applies a 20% service charge on all food and beverage, audio visual and room rental, which is taxable by state law. All federal, state and municipal taxes, which may be imposed or be applicable to this agreement and to the services rendered by the Hotel are in addition to the prices herein agreed upon.

Due to our liability and licensing restrictions for all food and beverage served on our premises, we require that only hotel purchased food and beverages be served in public spaces. The **Embassy Suites Hotel** is accountable for food and beverage origins, conditions and transportation; therefore, we must make every effort to meet our responsibilities for our guests' health and safety. Guests may, however, bring their own food and beverage into Hospitality Suites on guest room floors. These are considered "private quarters".

Any packages received more than 3 days prior to event will be assessed a handling fee of \$10.00 per package. The **Embassy Suites Hotel** will not assume responsibility for damage or loss of any merchandise or articles left in the Hotel prior to, during or following the function.

A limited number of pre-approved signs are permitted in the meeting and pre-function areas only. Banners may be displayed at the discretion of the Hotel. A \$25.00 fee per banner will apply and banners are to be handled by Hotel staff only.

**PAYMENT ARRANGEMENTS**

**Individuals to Pay:** Rm TX Inc

**Master Account:** Bqt AV Mtg Rm TX Inc

**Payment Options:**

**Prepay Check/Cash:** a 25% initial deposit of < amount > will be due with signed contract. Additional deposits will be due:

2<sup>nd</sup> Deposit < amount > Due: \_\_\_\_\_

3<sup>rd</sup> Deposit < amount > Due: \_\_\_\_\_

4<sup>th</sup> Deposit < amount > Due: \_\_\_\_\_

The estimated master account charges will be due to the Hotel via check/cash at least ten (10) business days in advance of your event. A credit card authorization form will be required on file to serve as guarantee.

**ROOMS ATTRITION**

Hotel is relying upon First Unitarian Church's use of the Room Night Commitment. First Unitarian Church agrees that a loss will be incurred by Hotel if First Unitarian Church's actual usage is less than 80% of the Room Night Commitment.

If First Unitarian Church's actual usage is less than 80% of the Room Night Commitment (88 total room nights), First Unitarian Church agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and First Unitarian Church's actual usage, multiplied by the average group room rate.

## CANCELLATION

Should you change your event site to another Hotel, or otherwise cancel this commitment, actual damages would be difficult to determine. The following schedule represents a reasonable effort on behalf of the **Embassy Suites Hotel** to establish its actual damages for such cancellation. It is agreed that such schedule shall represent liquidated damages to be paid by you for cancellation of this agreement.

- Cancellation of agreement within the date of this signed contract, but more than 90 days before convention date.  
-60% of anticipated gross revenue (derived from guestrooms, food and beverage and public room rental) if meeting was held as scheduled.
- Cancellation of agreement within 90 days, but more than 45 days before meeting date.  
-70% of anticipated gross revenue (derived from guestrooms, food and beverage and public room rental) if meeting was held as scheduled.
- Cancellation of agreement within 45 days before meeting date.  
-90% of anticipated gross revenue (derived from guestrooms, food and beverage and public room rental) if meeting was held as scheduled.

### **Force Majure:**

*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.*

## SPECIAL INSTRUCTIONS

**Please note, no sleeping rooms or meeting space will be blocked for First Unitarian Church until a signed and dated contract has been received by the Embassy Suites.** Upon receipt of the signed copy of this contract and any requested advanced deposit in our office, we will consider these arrangements as definite. Until the contract has been received and countersigned by the Hotel Sales or Catering representative, the hotel reserves the right to cancel, release all arrangements or renegotiate this contract. It is recommended you sign this agreement on or before November 6, 2006.

It is understood that the person(s) signing this agreement have read and agreed to the terms of this contract and are approved and authorized to make this commitment on behalf of the group or organization they represent.

Annebeth Kearney Date: 11/6/06

Annebeth Kearney, Sales Manager  
Authorized to sign for  
Embassy Suites Omaha Downtown/Old Market

Cheri Cody Date: 11/6/06

Ms. Cheri Cody  
Authorized to sign for  
First Unitarian Church