

# Marriott

## CEDAR RAPIDS

1200 Collins Road NE Cedar Rapids, IA 52402  
Phone: (319) 393-6600 Fax: (319) 393-3721

### CONTRACT

OFFICIAL DATES: Thursday, April 4, 2013 - Monday, April 8, 2013  
GROUP NAME: Unitarian Universalist Prairie Star District  
CONTACT: Reverend Tom Capo  
ADDRESS: 4980 Gordon Avenue NW  
Cedar Rapids, IA. 52405  
E-MAIL: revcapo@gmail.com  
PHONE: (319) 573-0670

Thank you for choosing the Cedar Rapids Marriott for your meeting. Pursuant to this contract, once accepted, Unitarian Universalist Prairie Star District will hold a meeting at the Cedar Rapids Marriott.

Contract Due Date **Monday, October 10, 2011**

### 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 pursuant to the following arrival and departure pattern:

	Thu 04/04/13	Fri 04/05/13	Sat 04/06/13	Sun 04/07/13
Run of House	35	150	150	2

Total Room Nights: 337

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.

### GUEST ROOM RATES

Rates for your guest rooms are confirmed as follows: **\$98.**

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 12%.

### COMPLIMENTARY ACCOMMODATIONS

The Hotel will provide one (1) complimentary room night, at the lowest group room rate, on a cumulative basis, for each 50 room nights within the pattern set forth above actually occupied by Group's attendees and paid for at the full contract rate.

## **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. The Hotel has no obligation to provide room nights beyond those contained in the room block.

In order to assign individuals to specific rooms, room reservations will be required. Group's attendees can make their reservation requests online, through a web address that will be created for your group. Each of Group's attendees must identify themselves online as part of UUPSD by inserting the group identification code, which will be provided by Hotel, and must provide all of the other information required by the website. The Hotel does not confirm reservations to individual attendees in writing. The Hotel reserves the right to change the method used, information required, email address or other aspect of the reservation process.

*AND*

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number: 1-800-396-2153. It is important that each of your guests contact the Hotel at least twenty-one (21) days prior to your arrival date and identify themselves as part of UUPSD, and provide us with guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, 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. The Hotel does not confirm reservations to the individual in writing.

Twenty-one (21) days 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 less than twenty-one (21) days prior to your arrival 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.

## **CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 4:00 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.

## **GUEST ROOM CHARGES**

It is our understanding that your guests will pay their own account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, applicable taxes, and charges that are separate and distinct from the room rate and from taxes. When reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation or a credit card to hold their reservation. An individual's deposit is refundable to that individual only if the Hotel receives notice of an individual's cancellation by 6:00 PM on the day of scheduled arrival, though this shall have no bearing upon the Group's total liability pursuant to either the attrition or cancellation clauses herein. Group shall inform its attendees of this policy. 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, and we require each guest's home/business address and e-mail address. Should any guest not settle his or her account in full upon departure, the Group will be responsible for those charges.

And

## MEETING REQUIREMENTS

Though we usually charge for usage of our function space, the Hotel will provide all of the function space you require in accordance with the schedule of events which is described below on a complimentary basis with a **\$15,000** food minimum. Exhibit space at **\$30++** per table. 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.

**SERVICE CHARGE:** 22% of the food and beverage total, plus any applicable state or local tax, will be added to Group's Master Account as a service charge. The service charge may be taxable under state law.

## SCHEDULE OF EVENTS

Date	Start Time	End Time	Room	Function	Setup	Agr
FRIDAY 4/5/2013	4:00 PM	6:00 PM	Waterfall Terrace	Reception	Reception Style	250
4/5/2013	4:00 PM	11:00 PM	Pre Convention	Registration	Registration	
4/5/2013	7:00 PM	9:00 PM	Ballroom	Parade & Keynote Speaker	Rounds	400
SATURDAY 4/6/2013	7:30 AM	9:00 AM	Ballroom	Breakfast	Rounds	300
4/6/2013	8:00 AM	5:00 PM	Pre Convention	Registration	Registration	
4/6/2013	8:00 AM	9:45 AM	Ballroom	General Session	Rounds	400
4/6/2013	8:00 AM	5:00 PM	Rosewood Room	Exhibits	Exhibits	24
4/6/2013	10:00 AM	5:00 PM	Iowa City Room	Breakout	Classroom	30
4/6/2013	10:00 AM	5:00 PM	Waterloo Room	Breakout	Classroom	30
4/6/2013	10:00 AM	5:00 PM	Hickory Room	Breakout	Existing	70
4/6/2013	10:00 AM	5:00 PM	Oak Room	Breakout	Existing	50
4/6/2013	10:00 AM	5:00 PM	Aspen Room	Breakout	Existing	30
4/6/2013	10:00 AM	5:00 PM	Birch Room	Breakout	Existing	30
4/6/2013	10:00 AM	5:00 PM	Elm Room	Breakout	Existing	30
4/6/2013	10:00 AM	5:00 PM	Chesnut Room	Breakout	Existing	30
4/6/2013	10:00 AM	5:00 PM	Dogwood Room	Breakout	Existing	30
4/6/2013	12:00 PM	1:30 PM	Ballroom	Lunch	Existing	400
4/6/2013	6:30 PM	11:00 PM	Ballroom	Dinner & Entertainment	Rounds	400
SUNDAY 4/7/2013	8:00 AM	9:00 AM	Ballroom	Breakfast	Rounds	300
4/7/2013	9:00 AM	11:00 AM	Ballroom	Sunday Service	Existing	250

#### **ROOM BLOCK AND 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.

#### **ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES**

At this time, the Hotel is holding 337 room nights for your use over the contracted dates, which will generate total revenues of \$33,026. Planned banquet food and beverage revenue is \$15,000. These figures shall be referred to herein as the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures." All food and beverage is subject to a 22% service charge, which is taxable at 7%. All revenue figures are net and not inclusive of taxes, service charge or commissions. Food is subject to a 7% tax and alcoholic beverages are subject to a 7% tax. All taxes are subject to change.

#### **ATTRITION**

We agree to allow for a 20% reduction in each of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures", provided that you make a written request for that reduction between now and 60 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. Any remaining amount will be posted as a charge 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 and the amount of any permissible attrition you have taken from the Anticipated Banquet Food and Beverage Revenue Figure set forth above. Any remaining amount will be posted as a charge to your Master Account, plus applicable taxes and service charges.

#### **CANCELLATION**

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

#### **FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

#### **BILLING PROCEDURES AND DEPOSIT SCHEDULE**

We will forward a direct bill application to you 90 days prior to your event. Our accounting office will 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 prior to your arrival, in accordance with a schedule to be determined by the Hotel at its sole discretion.

The following items shall be charged to the Master Account:

Banquet food and beverage charges, service charges and applicable taxes

Audio-visual charges and applicable taxes thereon

Attrition charges (if any)

Exhibitor space of \$30++ per table

Cancellation charges (if any)

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.

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 Catering 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 5 business 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 20 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.

Individual guest accounts are payable at check-out by cash or credit card.

#### **AUDIO-VISUAL**

A service charge of 22% shall be added to all audio-visual charges. Should Group utilize an outside vendor or its own equipment, any outside vendor must comply with the requirements herein regarding outside contractors.

#### **OUTSIDE CONTRACTORS**

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. All outside contractors will be required to provide proof of worker's compensation insurance in statutory amounts; comprehensive general liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars (\$1,000,000) per person per occurrence, on which the Hotel shall be named as an additional insured. All displays, exhibits, decorations, equipment and musicians must enter and exit the Hotel through the receiving entrance and pick-up times must be coordinated with the Hotel in advance.

#### **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, in amounts not less than those set forth above. Group's insurance policy shall name the Hotel and John Q. Hammons Hotels Management, LLC as additional insureds. 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 Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. 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 to charge 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.

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.

## **HOTEL POLICIES**

**Security:** If required, in Hotel's sole judgment, in order to maintain adequate security measures in light of the size and/or nature of Group's function, Group will provide, at its expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which Hotel is located, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons.

**Logo:** The Group shall not use the name, trademark or logo or any other proprietary designation of the Hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by the Hotel for such use.

**Utilities:** All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel.

**Signage:** In regard to the Group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Catering Manager. 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. Group will be charged for any damage to the facility.

**Food Policy:** No food and/or beverage of any kind will be permitted to be brought into the main floor of the hotel, or any meeting space used by the Group or any of the Group's guests. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. 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.

Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. The Hotel reserves the right to control decibel levels in all areas of the hotel. The Group represents and warrants that all copyright and publishing fees for all compositions, materials, or arrangements performed or played at the meeting have been paid by Group in full and agrees to indemnify, defend and hold harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

## **AUTHORITY**

The persons signing the agreement on behalf of Hotel and Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

## **MISCELLANEOUS PROVISIONS**

This contract is made and to be performed in Cedar Rapids, Iowa, and shall be governed by and construed in accordance with Iowa law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of Iowa. 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 Director of Sales or 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. Group may not assign any benefits arising under or associated in any way with this contract without prior consent of Hotel. 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 Iowa, and only in Linn County.

**ACCEPTANCE**

This contract 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. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable event.

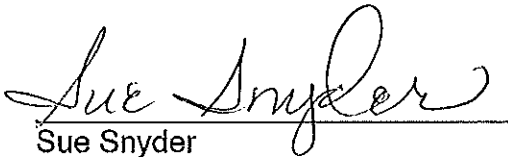
By Group's authorized representative:



Reverend Tom Capo  
Unitarian Universalist Prairie Star District

Date: 9/30/2011

By Hotel's authorized representative:



Sue Snyder  
Executive Meeting Manager  
Cedar Rapids Marriott

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

KAD  
Ⓟ