

**GROUP ROOMS SALES AGREEMENT**

**07/27/2017**

The following represents an agreement between the Wailea Beach Resort by Marriott, 3700 Wailea Alanui, Wailea, HI 96753 and HCIC, and outlines specific conditions and services to be provided.

ORGANIZATION: HCIC

CONTACT INFO: Name: Ms. Kari Nettle

Company Name: HCIC

Street Address: P.O. Box 2815

City, State/Province: Honolulu, HI

Postal Code: 96803-2815

Office Phone: (808) 256-1188

Cell Phone: (808) 256-1188

E-Mail Address: karinettel@hawaii.rr.com

NAME OF EVENT: HCIC Overflow Room Block

OFFICIAL PROGRAM DATES: 10/16/2019 - 10/19/2019

REFERENCE NO: M-9S0CF3K

**GUEST ROOM COMMITMENT**

The Wailea Beach Resort (“Hotel”) agrees that it will provide, and HCIC agrees that it will be responsible for utilizing 30 room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

|  |  |  |  |
| --- | --- | --- | --- |
| Date | Day | Ocean View | Total |
| 10/16/17 | Wednesday | 10 | 10 |
| 10/17/17 | Thursday | 10 | 10 |
| 10/18/17 | Friday | 10 | 10 |

**GROUP ROOM RATES**

Based upon HCIC’s total program requirements, as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

|  |  |
| --- | --- |
| Ocean View: | $399.00 |
| Additional Person: | $40.00 |

Hotel's room rates are for single or double occupancy and subject to applicable state and local taxes (currently 13.416%) in effect at the time of check-out.

Maximum room occupancy is four (4) persons. Charges for a third/fourth person are $40.00 per person per night, except that there is no additional charge for children (18 years old and under) when accompanied by a paying adult.

**CHECK-IN / CHECK-OUT**

Check-in time is 4:00 PM HST; check-out time is 12:00 PM HST.

**COMMISSION**

The group room rates listed above are net non-commissionable. HCIC will advise its designated agency(is) of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

**RESORT CHARGE**

Group room rates are subject to a Resort Charge, currently $30.00 per room, per night, not inclusive of state tax (currently 4.166%), in effect at the time of check-in. Resort Charge inclusions are subject to change. These charges will be applied to the Master Account unless otherwise stated in the planning process. This mandatory charge is of considerable savings over the value of services offered.

**GRATUITIES**

Porterage gratuities are $10.00 per person, round trip, not inclusive of state tax (currently 4.166%). These charges will be applied to the Individual Account.

Housekeeping gratuities are $3.00 per room, per day, not inclusive of state tax (currently 4.166%). These charges will be applied to the Individual Account.

**PARKING/VALET SERVICE**

Parking charges at the resort are $35.00 per day valet parking, not inclusive of state tax (currently 4.166%). These charges are to the responsibility of the individual attendee during the planning process.

**METHOD OF RESERVATIONS**

The Wailea Beach Marriott 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 or by calling Marriott’s Reservations toll free number to be established after enabling Passkey. It is the responsibility of HCIC to publish and provide this information to potential attendees through the planner’s meeting website or through email. HCIC 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 Hotels then current available rate.

The Wailea Beach Resort 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 two-night room deposit or guaranteed with a major credit card or by HCIC. Hotel will not hold any reservations unless secured by one of the above methods.

Cancellation Policy: Cancellations within thirty (30) days prior to arrival will be charged two night’s room and tax charges.

**CUTOFF DATE**

Reservations by attendees must be received on or before September 16, 2017, (“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 HCIC group rate after this date.

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

**NO ROOM TRANSFER BY GUEST**

HCIC agrees that neither HCIC nor attendees of the Event for 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 HCIC reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**DAMAGE TO GUEST ROOMS**

HCIC agrees to pay for any damage to the Guest Rooms that occurs while HCIC are using them. HCIC will not be responsible, however, for ordinary wear and tear or for damage it can show was caused by persons other than HCIC and its attendees.

**ROOMS ATTRITION**

Hotel is relying upon HCIC’s use of the per night Room Night Commitment. HCIC agrees that a loss will be incurred by Hotel if HCIC’s actual usage is less than 90% on a nightly basis of the Room Night Commitment.

If HCIC’s actual usage is less than 90% on a nightly basis of the Room Night Commitment, HCIC agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the Room Night Commitment and HCIC’s actual usage, multiplied by the average group room rate on a nightly basis, plus applicable taxes. Rooms actualized outside of the per night Room Night Commitment will not be counted in the attrition calculation.

**MASTER ACCOUNT**

Hotel must be notified in writing at least thirty (30) 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 HCIC’s credit. If credit is approved, the outstanding balance of HCIC’s Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

HCIC will raise any disputed charge(s) within seven (7) days after receipt of the invoice. The Hotel will work with HCIC 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.

HCIC 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

HCIC may not change this form of payment.

In the event that credit is not approved, HCIC 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.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If HCIC wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online web-site.

Prior to the execution of this agreement, HCIC shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by HCIC.

This process must also be followed if Direct Billing has not been approved and the Master Account charges will be paid by credit card or company check.

HCIC agrees that the Hotel may charge to this credit card any payment as outlined under this Group Sales Agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment)**.**

**ADVANCE PAYMENT SCHEDULE**

An advance payment of $1,000.00 will be required. This advance payment is due on July 31, 2017 and will be credited toward the Master Account.

HCIC agrees to make the following advance payments:

|  |  |
| --- | --- |
| Good Faith Deposit | $1,000.00 (with signed contract) |

The above payments will be applied to payment of the Master Account. In the event that the payments exceed the balance of the Master Account, including any liquidated damages associated with cancellation/attrition by HCIC, Hotel will refund the difference between the payments and the balance of the Master Account within thirty (30) days.

**CANCELLATION**

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

1. it would be difficult to determine Hotel’s actual harm;
2. the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
3. the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling HCIC’s space and functions.

HCIC therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below under this Agreement.

|  |  |
| --- | --- |
| **Date of Cancellation** | **Amount of Liquidated Damages Due** |
| Date of Agreement | 100% of Total Room Revenue\* |

\* “Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by HCIC’s average room rate.  If applicable, state and local taxes will be added to the amounts listed above.

Provided that HCIC timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from HCIC 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, acts of terrorism, 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 for the Hotel to provide, or for groups in general to 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.

**INDEMNIFICATION**

Each party to this Agreement shall, to the extent not covered by the indemnified party’s insurance, indemnify, defend, and hold harmless the other party and its officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys’ fees (collectively, “Claims”), arising solely out of or solely caused by the indemnifying party’s negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement.  This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers’ limitation of liability laws, nor shall it waive any defenses either party may have with respect to any Claim.

**COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and HCIC agree to cooperate with each other to ensure compliance with such laws.

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

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or HCIC, 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.

**REWARDS PROGRAM - REWARDING EVENTS**

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and HCIC 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 HCIC, this document is an invitation by the Hotel to HCIC to make an offer. Upon signature by HCIC, this document will be an offer by HCIC. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies HCIC at any time prior to HCIC’s execution of this document, the outlined format and dates will be held by the Hotel for HCIC on a first-option basis until July 31, 2017. If HCIC 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, HCIC and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

Approved and authorized by HCIC:

If signed by a third party, signature must indicate signing “As Agent For” and then indicate the party paying

|  |  |
| --- | --- |
| Name: | Kari Nettle |
| Title: |  |
| Signature: |  |
| Date: |  |

Approved and authorized by Hotel:

|  |  |
| --- | --- |
| Name: | Chris Beck |
| Title: | Senior Sales Manager |
| Signature: |  |
| Date: |  |

**INVOICE**

07/27/2017

Kari Nettle

HCIC

P.O. Box 2815

Honolulu, HI

96803-2815

**Good Faith Deposit for HCIC Overflow Room Block**

Please pay the below amount in full

Deposit: $1,000.00

Group Name: HCIC Overflow Room Block

Dates: 10/16/2019 - 10/19/2019

Due Date:

Remit to: Chris Beck

Senior Sales Manager

Wailea Beach Resort

3700 Wailea Alanui

Wailea, HI 96753

If we may be of any assistance, please do not hesitate to contact us at 1-808-874-7881.