

Fairfield®

BY MARRIOTT

WASHINGTON, DC/DOWNTOWN
Main: (202)289-5959 ♦ Direct: (202)697-4005 ♦ Fax: 202-289-0187

GROUP SALES AGREEMENT

GROUP INFORMATION

Account: Showtime Basketball (Australia)
Contact:
Phone:
Email:

HOTEL INFORMATION

Hotel: Fairfield by Marriott – Washington, DC/Downtown
Address: 500 H Street NW Washington, DC 20001
Phone: (202)289-5959
Fax: (202)289-0187
Sales Contact: Billie Jackson
Sales Title: Director of Sales
Sales Phone: (202)697-4005
Sales Email: Billie.Jackson@marriott.com

DATES REQUESTED

Arrival: Wednesday, December 4, 2024
Departure: Tuesday, December 10, 2024

ROOM AND RATE INFORMATION

Room Type:	Number of Rooms:	Check-In Date:	Check-Out Date:	Rate:
Doubles	19	12/04/2024	12/10/2024	

Room type requests will be accommodated to the best of the Hotel's ability – unless specifically contracted. Hotel check-in time is after 3:00PM on the day of arrival. Check-out time is before 12:00PM on the day of departure.

Hotel room rates are subject to applicable state and local taxes (currently 15.95%) in effect at the time of check-out. In the event the District of Columbia increases taxes, the hotel reserves the right to adjust the taxes accordingly.

Rates include: Complimentary expanded full hot/cold breakfast buffet and Complimentary high speed Wi-Fi internet access

METHOD OF RESERVATIONS	CUT-OFF DATE
Reservations: Rooming List	Monday, November 4, 2024

TAX EXEMPTION

If **Showtime Basketball (Australia)** maintains tax exempt status issued by the **Government of the District of Columbia**, **Showtime Basketball (Australia)** must provide the Hotel with a valid copy of the tax exemption certificate(s) at the time of contracting or within **30 days** of the event dates in order to be exempt from tax charges in the District of Columbia.

COMMISSION

Rates are commissionable at 7% to | LATA + _____ based upon actualized rooms. Commission not granted on attrition fees nor tax.

METHOD OF RESERVATIONS

Reservations for the Event will be made by rooming list. Any changes involving the method of reservations to the hotel must be approved by the hotel in advance and are subject to renegotiation.

Rooming list reservations -- a rooming list will be forwarded to the hotel on or before the cutoff date. The rooming list will outline the traveler's first & last name & check-in/check-out date.

GUARANTEED RESERVATIONS, RESERVATION CANCELLATIONS & NO SHOW POLICY

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by **Showtime Basketball (Australia)**. Hotel will not hold any reservations unless secured by one of the above methods. In the event a guest wishes to cancel a reservation, the deposit is refundable if notice is received **48 hours before [3pm]** prior to the day of arrival and a cancellation number is obtained. However, any such cancellation shall not alter, release or negate Organization's obligations regarding cancellation and/or attrition under this Agreement and any such cancelled room shall be considered an "unused" room for such purposes. No-shows will be billed one (1) night room and tax. The Hotel will not refund no-show deposits.

EARLY DEPARTURES

The hotel will charge a fee of **one night room and tax** to guests who check out earlier than their scheduled departure date. Guests can change their check-out date at check-in without incurring the early departure fee.

HOTEL CHECK-IN CHECK-OUT POLICY & PARKING

Hotel check-in time is 3:00PM, check-out time is 12:00PM. Special request cannot be guaranteed as they will be based on availability.

Hotel offers valet parking at \$52.00 overnight *subject to change and applicable taxes* (no self-parking available).

BUS PARKING:

The Fairfield Inn & Suites by Marriott Washington, DC/Downtown does not have bus parking. Union Station Parking may be contacted at (202) 898-1950 or businfo@uspglc.com in regards to obtaining bus parking options. Union Station Parking Garage is located at 30 Massachusetts Ave NE Washington, DC 20002 (1.0 mile from hotel). The bus or tour company will be responsible for any payment for the bus parking fees and transportation to/from the parking facility.

CUTOFF DATE

Reservations by attendees must be received on or before 3:00PM on **November 4th, 2024** (the "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 additional reservations based on a space- and rate-available basis at the **Showtime Basketball (Australia)** group rate after this date.

BILLING ARRANGEMENTS

The following billing arrangements apply:

- Organizational credit card payment – for payment of room, tax and/or incidental charges. The attached group credit card authorization form must be completed and returned with this agreement.

The organizational credit card will be authorized 4 weeks prior to arrival to ensure the funds are sufficient.

ROOMS ATTRITION

Hotel is relying upon **Showtime Basketball (Australia)** nightly use of the Room Night Commitment. **Showtime Basketball**

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(Australia) agrees that a loss will be incurred by Hotel if Showtime Basketball (Australia) actual usage is less than 80% of the Room Night Commitment on any night of the Event.

If Showtime Basketball (Australia) actual usage is less than 80% of the Room Night Commitment, Showtime Basketball (Australia) agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Showtime Basketball (Australia) actual usage, multiplied by the average group room rate, plus applicable taxes.

CANCELLATION

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

- a) It would be difficult to determine Hotel's actual harm.
- b) Due to the short period of time between the execution of this Agreement and the Event dates, and/or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms on a "last-sale" basis in the event of a Cancellation.
- c) The amount set forth below reasonably estimates Hotel's harm for a Cancellation.

NOTICE OF CANCELLATION RECEIVED

Upon Signature to 120 days to arrival
119 to 60 days to arrival
59 to 46 days to arrival
Less than 45 days to arrival

CANCELLATION CHARGE

25% of Anticipated Guestroom Revenue, plus applicable taxes
50% of Anticipated Guestroom Revenue, plus applicable taxes
75% of Anticipated Guestroom Revenue, plus applicable taxes
100% of Anticipated Guestroom Revenue, plus applicable taxes

Showtime Basketball (Australia) therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty. Provided that Showtime Basketball (Australia) timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Showtime Basketball (Australia) 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, 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.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Showtime Basketball (Australia), 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.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at

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<http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its Showtime Basketball (Australia) against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Showtime Basketball (Australia) will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and **Showtime Basketball (Australia)** has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events 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. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any 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 Points or Miles.

*If Miles are desired instead of Points, please also provide:

Participating airline name _____

Participating airline frequent flyer account 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 Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

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ACCEPTANCE

When presented by the Hotel to **Showtime Basketball (Australia)** this document is an invitation by the Hotel to **Showtime Basketball (Australia)** to make an offer. Upon signature by **Showtime Basketball (Australia)**, this document will be an offer by **Showtime Basketball (Australia)**. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies **Showtime Basketball (Australia)** at any time prior to **Showtime Basketball (Australia)** execution of this document, the outlined format and dates will be held by the Hotel for **Showtime Basketball (Australia)** on a first-option basis until **June 27th, 2024**. If **Showtime Basketball (Australia)** 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, **Showtime Basketball (Australia)** and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

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