

Courtyard Houston by The Galleria

GROUP SALES AGREEMENT

This agreement (the “**Agreement**”) is made and entered into by and between the legal owner entity of the **Courtyard Houston by the Galleria** (hereinafter referred to as “**Hotel**”) and **Showtime Basketball** (hereinafter referred to as “**Group**”). This Agreement will become binding on both parties only after it is signed by both parties.

GROUP INFORMATION

Group Contact Name: Zoe Cant, Tour Coordinator

Group Contact Phone: 773 828 1154

Group Contact E-Mail Address:

Event Dates: December 10-12, 2024

Event Name: Showtime Basketball

Concessions:

- Marriott Bonvoy Points for Contract Signee
- Complimentary Parking
- Complimentary Wireless Internet
- Complimentary Meeting Space During Groups Stay
- Welcome Amenity -Chef's Choice in Meeting Space on day of Arrival
- Special Team Breakfast Included in Room Rate o Breakfast includes eggs, bacon OR sausage, assorted breads - bagels, sliced toast, white and wheat, mini croissants and muffins, yogurt, assorted cereals, freshly fruit, chilled juices and freshly brewed Starbucks Coffee/Tea and Water

GROUP ROOM RESERVATIONS

Sleeping Rooms and Rates. Hotel agrees that it will provide, and Group agrees that either Group or guests of Group (as specified below) will purchase, room nights in the Hotel in the following pattern (the “Room Block”):

ROOM TYPE	RATE	12/10/2024	12/11/2024	12/12/2024
		Tuesday	Wednesday	Thursday
Standard Double		14	14	Check Out
Total Room Block		14	14	

TOTAL ROOM BLOCK RESERVED: 28 ROOM NIGHTS

Taxes.The above rates do not include any applicable federal, state, municipal, or provincial taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

Parking.Hotel will provide complimentary parking to Group’s guests for one vehicle per room night. This concession is based on the Room Block and Functions booked under this Agreement and is subject to adjustment by Hotel if the size or scope of the Room Block or Function(s) is reduced.

Early Departure Charge.All sleeping rooms shall be subject to an Early Departure Charge equal to one night’s room rate, plus applicable fees, taxes and assessments. Group shall be responsible for disclosing to guests this early departure fee, and in the event guest fails to pay or otherwise disputes the Early Departure Charge, Group shall be liable for such fee.

Arrival Date. The term “Arrival Date” in this Agreement refers to earlier of the first date of the Room Block and the first of any Functions.

Method of Payment: Master Account- Hotel must be notified in writing at least 10 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Room and Tax will be charged to Master, Incidentals to Guest.

Room rates are quoted exclusive of local taxes and fees, currently 17.614%. Quoted rates will be offered, based on availability, to your attendees 1 days before and 1 days after the above dates.

Method of Reservation:

Rooming List – By submitting a rooming list satisfactory to the hotel. These reservations must be received by the group's cut off date **Tuesday November 26, 2024**. Upon request, the hotel will forward room confirmations to each individual or meeting/event planner. If a rooming list is not provided by the cut off date all rooms on hold will be released for general sale. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card.

FUNCTION ROOM AND CATERING SERVICES

Function Rooms. Hotel shall make the following reservations of meeting spaces for Group functions (“Functions”):

Date	Beginning Time	End Time	Type of Function Space Set-up	Type of Function (Breakfast, Lunch, Dinner, Reception, etc.)	Expected No. of Attendees	Function Room Usage Fee
12/10/2024	3PM	11PM	Rounds	Hospitality	30	Complimentary
12/11/2024	6AM	11PM	Rounds	Breakfast/Hospitality	30	Complimentary
12/12/2024	6AM	12PM	Rounds	Breakfast/Hospitality	30	Complimentary

Hotel reserves the right to assign and change specific Function space at its discretion. Group must obtain final written approval from Hotel before publishing function room names.

Function Room Set-up and Operation. Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, causes to persons or property arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

Outside Contractors. If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. Hotel may require the execution of an indemnity agreement and certain minimum insurance coverages as part of that consent.

If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for these expenses, which shall be added to the Master Account.

BILLING/CREDIT PROCEDURES

Group’s Master Account. The term “**Master Account**” means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present on the premises of Hotel (each an “**Authorized Representative**”). Group hereby authorizes each Authorized Representative to incur additional charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Hotel, shall have authority to incur charges to the Master Account:
Zoe Cant

(Please list contact in charge of billing during groups stay)

Credit Card Guarantee. As security for the Master Account, Hotel shall require a major credit card at contract signing prior to groups arrival. Group shall complete and update any credit card authorization form provided by Hotel for this purpose. Hotel shall be permitted to convert the hold into a deposit in the same amount at any time after the date that is fifteen (30) days before the Arrival Date (a “**Deposit**”). Hotel will credit any such Deposit against the Master Account. Hotel will return any unused portion of the Deposit to Group no later than thirty (30) days after the last date of the Room Block or application of any Cancellation Fee, as applicable. Hotel may terminate the Agreement immediately and without liability upon notice to Group if Group fails to provide any information required under this paragraph or if the major credit card is declined. Hotel reserves the right to invoice Group for any amount by which the Master Account exceeds the total of any Deposit made by Group.

Outstanding Balance. Any outstanding balance of the Master Account will be due and payable by Group upon receipt of an invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Notwithstanding any other provision in this Agreement, if the Hotel deems it necessary to employ an attorney or institute legal action against Group to recover any unpaid balance under this Agreement, Group shall pay all costs in connection with such action, including court costs and reasonable attorneys’ fees and expenses. Any payment by Group or acceptance by Hotel of an amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel’s right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. Should the Group dispute a charge on the Master Account, the Group shall remit the undisputed amount to the Hotel at the same time it provides notice of the dispute to the Hotel.

CANCELLATION

Cancellation by Group. The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from the Group’s use of the Hotel. The table itself is not intended to warrant that the Group’s use of the Hotel will generate these amounts of revenue. Neither is the table intended to prevent Hotel from generating more than these amounts of revenue from the Group’s use of the Hotel.

Summary of Revenue Anticipated by Hotel from Group	
Total Anticipated Food and Beverage Revenue	\$0
Anticipated Sleeping Room Fees	_____
Total Anticipated Revenue**with 17.614% taxes	_____
** This figure does not include service charges, taxes or fees for services by any authorized outside vendors.	

Group acknowledges that if it cancels or otherwise substantially abandons the Agreement (a “**Cancellation**”), Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel’s damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group’s relocation to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a “**Cancellation Fee**”).

Date of Written Cancellation Notice	Amount of Cancellation Fee
[60 days or more]	No penalty
From [30 days] to [15 days]	80% of anticipated revenue
From [14 days] to [8 days]	100% of anticipated revenue
From [7 days] to [Arrival Date]	100% of anticipated revenue

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

Force Majeure. Either party may cancel the Agreement without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, curtailment of transportation that prevents at least fifty percent (50%) of the attendees from attending the peak night of the Room Block, to the extent that the above described event(s) or circumstance(s) makes it illegal or impossible for Hotel to provide, or for Group in general to use, the premises of Hotel. The Agreement cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or budget cut. Either party that wishes to cancel the Agreement pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation within ten (10) days after learning about such event or circumstance. This provision shall not, however, relieve either party from using its reasonable commercial efforts to avoid, remove or mitigate such force majeure event and to continue performance with reasonable dispatch whenever such causes are removed. If the Agreement is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

MISCELLANEOUS

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 Restaurant Brands International 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.

Signs and Displays / Use of Hotel's Name. Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages caused to the walls, fixtures or carpet caused by any such sign, banner or display.

Security. Hotel may, in its sole and absolute discretion, require additional security procedures, at Group's sole expense, because of the size or nature of the Group's use of the Hotel. These procedures may include the assignment by Hotel of additional security personnel employed by Hotel or Hotel's independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Room Block Dates or the applicable Function. If Group hires an outside security service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall clearly provide that such service provider also indemnifies Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel's advanced written approval, which Hotel may withhold in its sole and absolute discretion.

Notices. All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a required copy to Aimbridge Hospitality, 5301 Headquarters Drive, Plano, Texas, 75024 Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

Damage to Hotel Premises. To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

Indemnification. Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising out of or related to a breach of this Agreement and/or the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

Disturbances. Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog, offensive smells, picketing, or any other form of protest. Neither Group nor its contractors will use such features without advance approval of Hotel.

Additional Remedies. If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents, guests or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Agreement pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Agreement. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

Group's Property. Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner.

Choice of Law. This Agreement will be interpreted in accordance with the laws of the state or province in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application the laws of any other state or province.

Dispute Resolution.

a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.

b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the federal court for the district or province in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state or provincial court where the Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.

c. In addition to any other obligations set forth in this Agreement, if any action is brought by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.

d. **TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF THE HOTEL, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.**

Entire Agreement. This Agreement constitutes the entire agreement between the parties covering the Room Block and Function(s) and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

No Assignment. Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. In the case of a Group assignment under this paragraph, Group shall provide notice to the Hotel and Group shall remain liable unless and until Hotel releases the Group. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

Miscellaneous. Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

EXECUTION OF AGREEMENT

Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel. The Hotel will only review the Group's offer if it is received within two weeks after the Hotel sends an unsigned copy of this Agreement to the Group. After that point, the Hotel will not review this Agreement and everything in this Agreement is subject to change.

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

Any handwritten changes to this document will not be binding unless initialed by authorized representatives of both parties.

Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

The sleeping rooms, function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth on the reverse side. Faxed signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated group and hotel who have authority to enter this contract. This agreement and the terms and conditions on the reverse side may not be changed or amended unless done so in writing and signed by both parties. Space will be confirmed on a definite basis with the return of your signed agreement **Wednesday June 19, 2024**. Failure to do so will result in function space being released and contract void.

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below.

The Legal Owner Entity of **Courtyard Houston by the Galleria,** **Showtime Basketball**
through its Agent

Sign: _____

Name: _____

Title: _____

Date: _____

Title: Operations Manager

Date: 13 June 2024