



**RALEIGH
CRABTREE**

Fairfield Inn & Suites Raleigh Crabtree Valley
2201 Summit Park Ln, Raleigh, NC USA 27612
Phone: 919-881-9800
[Fairfield Inn Crabtree](#)

Group Agreement

DATE: September 26, 2022

This document confirms the arrangements agreed to by **Showtime Basketball** (herein referred to as the ORGANIZATION) and the Fairfield Inn & Suites Raleigh Crabtree Valley (herein referred to as the HOTEL).

CONTACT INFORMATION

Company : Showtime Basketball
Name: : Zoe Cant
Job Title : Tour Coordinator
Address : PO 14, Mooroolbark, 3138 AU
Phone : +61.434.520.593
Email : zoe@showtimebasketball.com.au

GROUP INFORMATION

Event Name : Showtime Basketball January 2023 Showcase
Official Program Dates : Sunday, January 01, 2023 - Tuesday, January 03, 2023
Anticipated Attendance : 56 People

GUEST ROOM BLOCK

The Hotel agrees that it will provide, and Organization agrees that it will be responsible for utilizing, 56 room nights in the pattern set forth below (such number and such pattern):

Showtime Basketball January 2023 Showcase				
	Sun 01/01/2023		Mon 01/02/2023	
	Rooms	Rate	Rooms	Rate
Queen / Queen Rooms	28		28	

GROUP ROOM RATES

Hotel room rates are subject to applicable state and local taxes. 13.25%

The room rates quoted above are based on the reserved length of stay. Hotel reserves the right to change the room rate to the correlating room rate tier with respect to any room(s) the Organization changes the reserved length of stay.

COMMISSION

The group room rates listed above include a commission to Showtime Basketball on all utilized room nights at the contracted group room rate above, payable to Showtime Basketball at the time final payment for the Master Account is received by the Hotel. Such commission or rebate will only be payable to Showtime Basketball to IATA number 9680210 provided to hotel prior to Organization's arrival.

AMENITIES:

We are delighted to include the following valuable amenities in your rate:

- Complimentary, full, Hot breakfast
- Complimentary wireless Internet access in sleeping rooms
- Complimentary E-Room Business Center
- On Site fitness center
- Complimentary Guest and Bus parking

EARLY DEPARTURE FEE

Organization acknowledges that the Hotel may charge attendees – as liquidated damages and not a penalty – a fee as **compensation** for the harm caused to the Hotel by unscheduled early departures (an "Early Departure Fee"). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee's scheduled departure date, without having notified the Hotel by 11:59pm, midnight, the day of check-in of the change in scheduled departure. To the extent that Early Departure Fees are collected from the Organization's attendees on a date as to which the Organization incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees actually collected – up to the amount of the attrition payment attributable to that date – will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel's control), the Organization agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee's rooms reservation.

TAX EXEMPTIONS

If Organization maintains tax exempt status, Organization must provide Hotel with a valid, Federal or State, tax exemption certificate(s) by Showtime Basketball in order to be exempt from tax charges. Group acknowledges that individual attendees do not qualify for tax exemptions.

METHOD OF RESERVATION

Reservations for the Event will be made by: **Rooming List**

CUTOFF DATE

Reservations must be received on or before **5PM Monday, December 12, 2022** (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 reservations based on a space- and rate-available basis at the Organization's group rate after this date.

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

GUARANTEED RESERVATIONS

All reservations must be guaranteed by a major credit card or by Organization. Hotel will not hold any reservations unless secured by one of the above methods.

PAYMENT BY CREDIT CARD OR COMPANY CHECK – Room and Tax will be covered by a company credit card for the sleeping rooms and incidentals will be the responsibility of each guest.

All charges for the Event must be paid by credit card or company check, in which case a credit card number is required prior to the execution of this Agreement as a guarantee of payment. When using a credit card, the **attached credit card authorization** form must be filled out, **signed, and returned** prior to execution of this Agreement. Credit cards will be **authorized three (3) days** prior to arrival and will include a security deposit for incidentals. When using a check, it must be received **seven (7) business days** prior to arrival.

BILLING ARRANGEMENTS

- The following billing arrangements apply:
- Method of payment: Credit Card – see attached Credit Card Authorization Form

FUNCTION INFORMATION [Function space not requested]

To date, Hotel is not holding any function space for Organization. Should function space be required, Hotel will make reasonable efforts to accommodate this request. For function space information and questions, please contact Bill O'Laughlin directly.

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.

INDEMNIFICATION

Group shall indemnify, defend and hold harmless the Hotel, its officers, directors, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the Hotel, its officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of Group, their officers, directors, employees, or agents. The terms of this provision shall survive the termination or expiration of this Agreement.

The Hotel shall indemnify, defend and hold harmless Group, their respective officers, directors, employees and agents, and each of them, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which Group, their respective officers, directors, employees, and agents, and each of them, may incur arising out of the negligence, gross negligence or willful or wanton misconduct of the Hotel, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Hotel. The terms of this provision shall survive the termination or expiration of this Agreement.

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, federal anti-terrorism laws and regulations, and the like. Hotel and Organization 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 Organization, 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.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other’s costs and attorney’s fees.

ACCEPTANCE

When presented by the Hotel to Organization, this document is an invitation by the Hotel to Organization to make an offer. Upon signature by Organization, this document will be an offer by Organization. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Organization at any time prior to Organization’s execution of this document, the outlined format and dates will be held by the Hotel for Organization on a first-option basis until **Monday October 3, 2022**. If Organization 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, Organization and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by the Organization:

Name: (Print) Zoe Cant

Title: (Print) Tour Coordinator

Signature: 

Date: 10/10/22

Approved and authorized by the Hotel:

Name: (Print) Bill O'Laughlin - CMP

Title: (Print) Area Sales Manager

Signature: _____

Date: _____