



FOUR POINTS TIMES SQUARE
326 West 40th Street
New York City, NY 10018
p: (212) 967-8585 | f: (212) 967-8585

GROUP SALES AGREEMENT

Prepared for: Showtime Basketball /BELLARINE

Date: May 6, 2022

By: Kathia Chan, Jr. Sales Manager

GROUP CONTACT INFORMATION

Zoe Cant
Tour Coordinator
PO BOX 14
Mooroolbark, VIC3138
Australia
zoe@showtimebasketball.com.au

Thank you for choosing Four Points Times Square for your upcoming event! Please sign and return a copy of this agreement by **May 13, 2022**. This signed document will constitute a binding agreement. If this agreement is not received by the above date, all space referred to herein will be released, and neither party will have any further obligations under this agreement.

GUEST ROOM ACCOMMODATIONS AND GROUP RATES

The Hotel has blocked the rooms in the pattern set forth below on a DEFINITE basis

Please note the group rate is valid for one or two adults per King room. Maximum of four guests per Double room.

TAXES

All room rates are quoted **EXCLUSIVE** of 14.75% state and local taxes and \$3.50 occupancy tax. Taxes are applied on a per room, per night basis and subject to change without notice.

COMMISSION

The group room rates listed above include a commission of seven percent (7%) on all utilized room nights, excluding anything packaged into the rate such as internet, resort fee, rebate, or any other miscellaneous charges, and any rooms discounted off Showtime Basketball /Bellarine's room rate, payable to **Showtime Basketball**, with the IATA number **9680210**. Commission payment will be processed forty-five (45) days after Showtime Basketball/Bellarine's departure date. Hotel reserves the right to deduct from any future commission payable to for other events, any commission paid in connection with this Event, if the Master Bill is not paid in full within six (6) months after the conclusion of the Event. Hotel and Showtime Basketball /Bellarine agree that the commission for the booking of this Event is non-cancelable and non transferable to any other party. Hotel will not be liable for any commission fee to any other entity.

CUT-OFF DATE

The Cut-Off Date for accepting reservations into this room block is **December 7, 2022**. For the purpose of this agreement, "Cut-Off Date" is defined as the last day on which reservations will be accepted as a part of this room block and at the agreed upon rate. Reservation requests received after the Cut-Off Date will be accepted based on availability.

RESERVATION GUARANTEE

All reservations must be guaranteed with a major credit card or by a deposit equal to the first night's room and tax charges for the group. Hotel will not hold any reservations unless secured by one of these methods.

RESERVATION METHOD

The Hotel understands all reservations will be made by **Rooming List**. Please use only the Hotel's approved Rooming List form when Page 1

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submitting reservations. Please be certain to note arrival/departure dates, each room occupant's first and last name and any special requests (i.e. Low floor, handicap accessible, etc.). Confirmation numbers will be provided for each reservation and must be referenced when making any changes.

RESERVATION CANCELLATION

In the event cancellation of guaranteed reservations are necessary, notice must be received by the Hotel 48 hours prior to arrival and a cancellation number must be obtained in order to avoid paying cancellation charges. "No Call/No Show" reservations will be charged for the first night's room and taxes and any subsequent room nights reserved will be cancelled

SPECIAL CONCESSIONS

In appreciation of your business, the Hotel agrees to provide the following special concessions:

Concession Description	Value
Porterage / Baggage fee is mandatory	\$7 per person/ roundtrip
Complimentary Full American Breakfast Buffet	INCLUDED
Complimentary Wifi for all rooms and public areas	INCLUDED
Meeting Planner Marriott Bonvoy points	INCLUDED

GUEST ROOM PERFORMANCE

Showtime Basketball /Bellarine agrees to provide a minimum dollar amount for guest room revenue as outlined in this agreement. This minimum is established as **80%** of rooms blocked each night at the group rate as noted above. Should the final Pick Up drop below 80%, the difference will be charged to the Master Account. Such amount shall be subject to all applicable taxes, which shall be paid prior to departure.

METHOD OF PAYMENT

The Hotel understands payment for this event will be made by credit card. Payment in full must be received by the Hotel **prior to CHECK IN**. Room and Tax charges will be applied to a Master Account. Incidental charges will be the responsibility of each individual.

DEPOSIT & PAYMENT SCHEDULE

A deposit in the amount of **\$1000** is due by **11/22/22** and will be credited to the Master Account. The estimated remaining balance of all charges is due by **12/07/2022**.

The Hotel reserves the right to assess finance charges on any amount unpaid after 30 days at an interest rate of 2% per month or the maximum rate permitted by law, whichever is more.

The Group shall review and sign for all charges at time of service to ensure accuracy.

MARRIOTT BONVOY LOYALTY PROGRAM

Approximately (10) business days after conclusion of your Event (provided the Event is not cancelled and Showtime Basketball /BELLARINE has otherwise complied with the material terms and conditions of this Agreement), the Hotel will post **standard** reward points to the member(s) identified below for all qualified charges paid on the Master Account:

Rewards points are not available in certain circumstances, including (1) for any government employee or official booking a government event (US Government event or non US 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-US Governmental entity of SOE.

The member below is enrolled in the Marriott Bonvoy loyalty program and eligible to receive points.

Marriott Bonvoy Number	
Member Full Name (First and Last)	

Email associated with Member account	
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GENERAL TERMS AND CONDITIONS

ENTERTAINMENT & DECORATIONS

The Host is responsible for any damages by any guest to any equipment/furniture or properties of the Hotel and the replacement thereof. Removal of any equipment or décor that is contracted by the client is the responsibility of the client.

CANCELLATION POLICY

In the event it becomes necessary to cancel this event, notification must be received in writing. Based upon the date written notification is received by the Hotel, cancellation penalties will be assessed as follows:

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NOTIFICATION RECEIVED BY HOTEL	AGREED CANCELLATION COMPENSATION DUE TO HOTEL
45 to 89 days prior to arrival date	0% of anticipated guest room revenue
44 days or less prior to arrival date	80% of anticipated guest room revenue

Payment due as a result of cancellation of this agreement, shall be made by the Group to the Hotel at the time the agreement is cancelled by written notice. Hotel reserves the right to cancel event should the final details and guarantees not be communicated to the hotel by the Group by the function guarantee deadline.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services as defined in this agreement. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

CHANGES, ADDITIONS, MODIFICATIONS

All changes, additions, deletions, or stipulations including corrective lining out by either the Hotel or the Group will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other. Changes in group numbers may require re-negotiation of menu suggestions and/or room assignments.

SIGNATURE

This agreement, with attachments (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing signed by Hotel and Group. The undersigned represent that they are authorized to sign and enter into this agreement. If either party uses a fax transmittal, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

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SIGNATURES

On behalf of Showtime Basketball /BELLARINE :	On behalf of Four Points Times Square:
Name: Zoe Cant, Tour Coordinator	Name: Jeanette Collado, Director of Sales and Marketing
Signature:	

Date: 10 May 2022

Date:

5/12/2022

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