

**The HYATT PLACE DALLAS GRAPVEINE**

**GROUP SALES AGREEMENT**

This agreement (the "Agreement") is made and entered into by and between the legal owner entity of the HYATT PLACE DALLAS GRAPVEINE (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:**

**Group Contact Phone:** \_\_\_\_\_

**Group Contact E-Mail Address:**

**Group Contact Mailing Address** \_\_\_\_\_

**Event Dates:** Wed 4-Dec-2024 to Thurs 5-Dec-2024

**Event Name:** Showtime Basketball

**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"):

**GUEST ROOM BLOCK**

Room Type	4-Dec
2 DOUBLE BEDS	5
KING BED	2

**GUEST ROOM RATES**

Room	Rate
2 DOUBLE BEDS/ KING BED	

**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 parking is currently complimentary

**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 falls 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.

**Sleeping Room Reservations.**

Group must submit a rooming list to Hotel no later than the Cutoff Date. This list must indicate, for each sleeping room, the name of the guest, the names of any additional guest(s) sharing the room, the arrival and departure dates. If guests identified on the rooming list do not check in, Group's Master Account will be charged for the first night of all no-shows and any sleeping room cancellations made within 48 hours before the Arrival Date.

**Sleeping Room Payment.**

Group will be responsible for sleeping room rates (including any tax) for all attendees. Incidental charges (e.g. room service, gift shop charges and in-room entertainment fees) will be the responsibility of each individual guest. At the time of check-in, each guest will be required to present a major credit card, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges. Group shall notify its guests of this policy.

**Cutoff Date.**

After **11-13-2024** the "Cutoff Date"), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

**Intermediary Fee.**

All rates are non-commissionable.

**Sleeping Room Performance.**

Group acknowledges that if it uses the Hotel, but Group and/or Group's guests do not purchase the full amount of the Room Block, then Hotel will be harmed. Group also acknowledges that the actual amount of Hotel's damages from sale of less than the full amount of the Room Block would be difficult to calculate. Therefore, the parties agree that if the Hotel is used, but less than eighty percent (80%) of the Total Guestroom Revenue identified in the table above is generated, then Group shall pay Hotel, as liquidated damages and not as a penalty, an amount equal to the difference between the immediately aforementioned percentage of the Total Guestroom Revenue and the actual guestroom revenue generated, plus any applicable taxes (the "Sleeping Room Performance Fee"). Any Sleeping Room Performance Fee will be added to the Master Account. (not effective until 10-20-24)

**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.

**Deposit.** Group will make non-refundable advance payments (the "Deposit") to Hotel according to the following schedule:

Deposit Amount	Deposit Due Date
	10-21-24

Final Payment will be due 11-13-24 with group's final numbers.

Hotel will credit the 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 if Group fails to make any Deposit payment required by this Agreement upon notice to Group. 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.

\*\* 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 sleeping room nights 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
[Date of Agreement] to 10-19-24	\$0.00
From 10-20-24 to 12-4-24	

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.

#### **Group Concessions**

- Complimentary parking
- Complimentary breakfast
- Complimentary WI-FI
- Complimentary Airport Shuttle
- Complimentary access to fitness room
- Double World of Hyatt Meeting Planner points to ACCT #\_

#### **MISCELLANEOUS**

##### **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. 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 the Room Block 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 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.

**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 United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state 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 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.

**World of Hyatt Bonus Points.**

Hyatt's World of Hyatt program offers benefits to its members who plan qualifying meetings or other events at a participating Hyatt hotel or resort. Participation is governed by the World of Hyatt Program Terms, available at [www.world.hyatt.com/terms](http://www.world.hyatt.com/terms). If the Event satisfies the requirements of a "Qualifying Event" (as defined in Appendix D of the World of Hyatt program terms), World of Hyatt Bonus Points will be awarded to Group or to the individual(s) or entity as directed by Group or Group's Agent, as applicable (the "Bonus Points Recipient"). Hyatt will not retroactively credit the Bonus Points Recipient for any World of Hyatt benefits the Bonus Points Recipient may have otherwise received if the Bonus Points Recipient fails to associate its World of Hyatt membership number with the Event before the execution of this Agreement.

**Privacy of Personal Information.**

Hotel complies with the Global Privacy Policy, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). If applicable, Group agrees to inform guests and Event attendees ("Guests") where they may access the Privacy Policy. To the extent that Group transfers information related to any person to Hotel, Group confirms and warrants that it will do so in a manner ensuring appropriate security measures and in compliance with all applicable requirements of data protection and privacy laws and regulations. Group affirms that it (and its Agent, if applicable) is authorized to provide, request, and receive information pertaining to Guests as is necessary pursuant to the Guests' hotel stay, Event attendance or under this Agreement. Hotel will protect and use personal data about Guests that Hotel receives in connection with its performance of this Agreement and as set forth in the Privacy Policy, provided that Group acknowledges and agrees that certain services (e.g., a web-based reservation system) may be provided by a third party and that use of such services may be subject to terms and conditions (including those regarding the access and use of Guest information) of that third party and may be different than those in this Agreement.

**Human Rights/Combating Human Trafficking.**

Hyatt has taken an aggressive stance on identifying and working to prevent human trafficking, including sex and labor trafficking of adults and children, within our sphere of influence. Hyatt's statement relating to Human Rights and Combating Human Trafficking is available at <https://about.hyatt.com/en/hyatt-thrive/human-rights.html>.

**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.

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 **Hyatt Place Dallas Grapevine**  
through it's Agent

**Showtime Basketball**

By: \_\_\_\_\_

Name: Lauren Shearouse

Title: Area Sales Manager

Date: \_\_\_\_\_

Date: 7/24/24