



Contractual Agreement – Overnight Hotel Rooms Contract

Definitions: As used herein, the following terms shall have the following meanings; "Operator"- Hotel Company; "Patron"- the person, corporation entity, organization or association contracting with Operator for the Accommodations.

The Courtyard Boston-Cambridge Hotel is pleased to invite Showtime Basketball - Dec 2022. The following represents an agreement between the Courtyard Boston-Cambridge Hotel and Showtime Basketball Tours and outlines specific conditions and services.

DESCRIPTION OF GROUP AND EVENT:

COMPANY/ACCOUNT: Showtime Basketball Tours

CONTACT: Zoe Cant

PHONE NUMBER: (773) 828-1154

EMAIL: zoe@showtimebasketball.com.au

NAME OF GROUP: Showtime Basketball - Dec 2022

GUEST ROOM COMMITMENT

The hotel agrees that it will provide and Showtime Basketball - Dec 2022 with overnight room nights as follows:

	Two Queen Beds	
	Rooms	Rate
Fri 12/16/2022	18	

Your group rate for this event is as follows: **+15.95% tax per room, per night.**

Hotel room rates are subject to applicable state and local taxes in effect at time of check-in. Overnight Parking Fee is \$0.00 per car, per night with unlimited in and out access at no additional charge. Please register your vehicle with the front desk upon check in.

- All individual reservations under the group block 3 days prior to arrival are non-cancellable
- Rates are for the contracted dates only
- Contract needs to be signed and countersigned to be fully executed.
- Comp Breakfast for 2
- Comp Bus Parking

COMMISSION

The group rates listed above are net non-commissionable. Showtime Basketball - Dec 2022 will advise its designated agency of these rates and address any additional agency compensation issues directly with the management of the appropriate agency.

METHOD OF RESERVATIONS



ROOMING LIST: It is our understanding that all reservations will be made by a rooming list. Showtime Basketball - Dec 2022 will forward its rooming list to Juzar.shakir@marriott.com before **Thursday, December 01, 2022**. Any rooms not secured by this date will be released from your block and sold at the available rates.

GUARANTEED RESERVATIONS

All reservations must be accompanied by first nights room deposit, or guaranteed with a major credit card. Hotel will not hold any reservations unless secured by one of the above methods.

ROOM BILLING ARRANGEMENTS

The following billing arrangements apply to your guest rooms:

Room and Tax charges to Master Account, Individual pays incidentals.

All reservations must be accompanied by first nights room deposit, or guaranteed with a major credit card. Hotel will not hold any reservations unless secured by one of the above methods.

CUTOFF DATES

Reservations by attendees must be received before **Thursday, December 01, 2022**. On your cutoff date, hotel will review the reservation pick-up for the event and release the unreserved rooms for general sale. Release of rooms for general sale, following the cutoff date, does not affect Showtime Basketball - Dec 2022's obligation as discussed elsewhere in the agreement, to utilize guest rooms.

All Credit Cards will be authorized for the entire amount 7 to 10 days prior to the event date

BISTRO

Bistro located on the second floor is only open for Breakfast Service and closed for Dinner/Bar

CATERING SERVICES

The Courtyard Cambridge has a full service Banquet team on property. Food and beverages (alcoholic/Nonalcoholic including water) not provided by the Courtyard by Marriott Boston-Cambridge Catering Department may **not** be brought into the hotel's function rooms. A **\$250.00** minimum handling fee per day and a \$25 per person, per meal fee will be charged automatically to your bill as a service fee for the Banquet Staff if ANY outside food and/or beverages are brought into any hotel function room.

CONDUCT OF EVENT

Patron shall conduct the event/accommodations in an orderly manner, in full compliance with applicable laws, regulations and hotel rules. Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the hotel's premise during any time such premises are under the control of, used by, or damaged by patron, or patron's agents, invitees, employees, or independent contractors employed by patron.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

The hotel agrees to use good faith efforts to ensure that the hotel complies with the requirements of the Americans with Disabilities Act and its regulations and guidelines.

SMOKE FREE ENVIRONMENT



COURTYARD
Marriott

Our hotel is in compliance with a Smoke Free Environment and is completely smoke free. The smoke free policy applies to all guest rooms, hallways and interior spaces. A \$250.00 cleaning fee will be charged to anyone who violates this policy.

INSURANCE

Each party agrees to obtain and maintain, at their own cost and expense, an insurance policy or policies sufficient to provide coverage for said mentioned liabilities. The policies shall be written by an Insurance carrier authorized to do business in the state where Hotel is located. Each party will provide evidence of insurance to the other upon request of the other party. Nothing in this Agreement is intended to be a waiver by the Hotel or its employees, members, partners, affiliates, successors and assigns of any applicable statute or law which limits the liability and/or damages of an innkeeper.

CONFIDENTIALITY

Neither party hereto shall, without the prior written consent of a duly authorized representative of the other party, disclose any specific terms of this Agreement to any third party, except to the extent required by law or legal process and except to its parent, subsidiaries, or its accountants, attorneys and other advisors or representatives who have a valid reason to have such information.

CHANGES, ADDITONS AND MODIFICATIONS

Any changes, additions deletions, or stipulations including corrective lining out by either the Hotel and Account will not be considered agreed to or binding to the other unless such modifications have been initialed by both parties or otherwise approved in writing by the other.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, government regulations, disasters, fire, strikes, labor disputes, civil disorder, acts and or threats of terrorism, curtailment of transportation due to National or Government Restrictions or similar cause beyond the control of either party making it, illegal, or impossible to accommodate sleeping rooms or provide the Hotel facility. Either party may terminate or suspend its obligations under this Agreement if such obligations are delayed or prevented by any of the above events to the extent such events are beyond the reasonable control of the party whose reasonable performance is prevented. 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. The Agreement may be terminated without liability for any one of the such reasons by written notice from either Hotel or Group to the other setting forth the basis for such termination as soon as reasonably possible, but in no event, no longer than ten (10) days of learning of the basis for termination.

The Hotel and Group acknowledge that at time of signature there is a pandemic taking place involving COVID-19. Based on current information, neither party can confirm if the COVID-19 pandemic will still affect travel at the time this contract is due to be executed. Therefore, the following clause will override all other cancellation terms within this agreement. Should there be government-imposed restrictions on event size or if there is a travel advisory banning international or domestic travel within the United States due to the COVID-19 pandemic, then Group may cancel without liability and all deposits will be returned to Group

INDEMNIFICATION

Each party hereby agrees to indemnify and hold harmless the other and their respective employees, owners, partners, members, successors and assigns (collectively, the "Indemnities"), from and against any and all loss, liability, damage, injury, lien cost or expense (including reasonable attorneys' fees) and whether by reason of personal injury, death, property damage or otherwise arising out of and to the extent related to the negligence or willful misconduct of the party giving the indemnification. This Agreement to indemnify and hold harmless the Indemnities is not intended to and shall not be construed to apply to any situation where and to the extent the Indemnities were negligent or involved in willful misconduct.



SUCCESSORS AND ASSIGNS

Neither party may assign, delegate or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of the other party; provided however, that, as long as an assigning party is not in breach or default of any of its duties and obligation under this Agreement, either party may assign this Agreement to any successor to its business through merger, consolidation or voluntary sale or transfer of substantially all of its assets, provided the assignee assumes in writing all of the duties and obligations of the assignor and a copy of the written assignment is given to the other party for approval, which approval shall not be withheld or delayed. This Agreement shall inure to the benefit of, and be binding upon the parties to this Agreement and their permitted successors and assigns.

FAX COPY/E-MAIL

Upon completion of this contractual agreement, both parties agree that a faxed copy and any other electronically transmitted signatures for all purposes is to be considered legal and binding. E-Mail contracts will require an original signature.

ACCEPTANCE OF AGREEMENT

By signing and returning the original within three (3) business days, this agreement will constitute a binding contract between both parties. The individuals signing below represent that each is authorized to bind his or her party to the agreement and its terms and conditions. In the event a fully signed contract agreement is not received by the date above, all rooms and space referred to herein will be released and neither party will be further obligated under this agreement. Once the hotel has received a signed copy, a fully executed agreement will be returned to the contracting party

Company: Showtime Basketball

Name: Zoe Cant

Title: Tour Coordinator

Signature:

Date: 2 September 2022

Marriott Rewards Number:

Hotel: The Courtyard by Marriott Boston – Cambridge

Name: Juzar Shakir

Title: Director of Sales & Marketing

Signature:

Date: