



SpringHill Suites Anaheim
 1801 South Harbor Blvd. Anaheim, CA
 92780
 Phone: 714-533-2101 | Fax: 714-
 533-2102

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents the agreement (the "Agreement") between **SpringHill Suites Anaheim** (hereinafter referred to as "Hotel"), and **Showtime Basketball** (hereinafter referred to as "Group") and outlines specific conditions and services to be provided.

ORGANIZATION: Showtime Basketball

CONTACT: Mr. Kelvin Taylor

Phone: 773-312-3522

Email: kelvin.taylor@showtimebasketball.com.au

NAME OF EVENT:

PROGRAM DATES:

The following arrangements have been set aside on a first option tentative basis until TBA. With this option, Group has first right of refusal of the dates outlined below. If Hotel receives another request for the dates and space being held for Group, Hotel will notify Group, and Group will have two (2) business days to return one fully executed copy of the Agreement]. At that time, unless Hotel has received a fully executed copy of the Agreement and other required materials from Group, Hotel reserves the right to release the space. If no other request is received, Group has until TBA to return one fully executed copy of the Agreement and thereby avoid having its space released.

GUESTROOM BLOCK

Hotel agrees that it will remove from inventory, and Group agrees that it will be responsible for, 66 total room nights in the pattern set forth below (such number and such pattern, the "Room Block"):

	Tue	Wed	Thu
Studio King Suite			
Studio Queen/Queen Suite			
Queen/Queen Kid's Suite			

TOTAL SLEEPING ROOM NIGHTS RESERVED: XX per night

GROUP ROOM RATES

Based upon Group's total program requirements as outlined in this Agreement, Hotel confirms the following group rates on a per room per night basis:

Room	Single Rate	Double Rate
Studio King Suite		

Studio Queen/Queen Suite		
Queen/Queen Kid's Suite		

All guest room rates are quoted exclusive of applicable state and local taxes and assessments, which, as of the date of this Agreement, include 17% and \$.47 California tourism assessment fee. All such taxes and assessments are subject to change without notice.

COMMISSIONS / REBATES

The group room rates listed above are net, non-commissionable.

METHOD OF ATTENDEE RESERVATIONS

Group must provide a rooming list, including the names, addresses, billing method, arrival and departure dates and, if applicable, room selections, of each attendee by no later than the Cut-Off Date set forth below to qualify for the group rates listed above.

Descriptions of Hotel's guest room types (including descriptions of guest rooms accessible to guests with disabilities) are available on Hotel's website at www.springhillanaheim.com or otherwise available by calling Hotel's Reservations Department at 1-844-473-3953.

GUARANTEED ATTENDEE RESERVATIONS

All attendee reservations must be accompanied by a first night room deposit, or guaranteed with a major credit card of Group. Hotel will not hold any reservations unless secured by one of the above methods. A cancellation less than 72 hours prior to arrival will result in a charge equal to one night's room and tax, and the balance of the cancelled reservation will be considered when calculating any Group attrition charges. Early departures and no-shows will result in the same charge and consequence. If a rooming list is sent by Group, Group will be responsible for no-shows if credit card is invalid or declined.

CANCELLATION

Group cancellation is allowed until 30 days before check in without penalty. Cancellations after TBA will result in forfeiture of 1st night room and tax.

CUT-OFF DATE

Reservations by Group and attendees against the Room Block must be received on or before **TBA (30 days before check in)** (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether or not it can subsequently accept reservations based on a space and rate- available basis at the group rate after this date. Group payment in full is due with rooming list.

PARKING

Hotel offers valet parking for our overnight guests at \$26.00 per day with 24 hour in/out privileges. Limit one vehicle per room, per day. No oversized vehicles permitted. Parking rates may be subject to state and local taxes and may change without notice. Please advise if you have an oversized vehicle so parking arrangements can be made.

MASTER ACCOUNT

Upon the execution of this Agreement, a "Master Account" will be established for Group. Hotel must be notified in writing at least forty-five (45) days prior to arrival of the onsite authorized signatories and the charges that are to be posted to Group's Master Account. Any cancellation charges or attrition fees will be billed to the Master Account.

BILLING ARRANGEMENTS

The following billing arrangements apply:

Room and tax to Master Account; Individuals pay their own incidental charges paid in full by Monday, Dec 12, 2022.

METHOD OF PAYMENT

In addition to returning the fully executed Agreement, Group must secure its Event with a credit card guarantee and/or advance deposit. Once contract is signed definite, our coordinator will forward the necessary information to upload your credit card to our secure website. **Please do not fax or email credit card information directly to Hotel.**

HOLD HARMLESS

Group hereby agrees to protect, defend, indemnify and save Hotel, its owners, its operator, Evolution Hospitality, LLC, the licensor/franchisor, and each of their respective parents, subsidiaries, affiliates, employees, officers, directors, and agents harmless against all acts, omissions, claims, losses, injuries, fines, penalties, liabilities and damages (including attorneys fees and costs) to persons or property, arising out of or caused by Group, the Event or the occupancy and/or use of the Hotel premises or any part thereof by Group, its employees, Third-Party Suppliers, contractors, subcontractors, vendors, guests, invitees, agents or representatives, except to the extent caused by the negligence of the Hotel.

Hotel hereby agrees to protect, defend, indemnify and save Group harmless against all acts, omissions, claims, losses, injuries, fines, penalties, liabilities and damages (including attorneys fees and costs) to persons or property, arising out of or caused by the gross negligence of Hotel.

UNATTENDED ITEMS/ADDITIONAL SECURITY

Hotel cannot ensure, and shall in no way be responsible or liable for, the security of items left unattended in function rooms. Special arrangements may be made with Hotel for securing a limited number of valuable items. If Group requires additional security with respect to such items or for any other reason, Hotel will assist with making these arrangements. All security personnel to be utilized during the Event are subject to Hotel's prior approval and shall be retained solely at Group's cost and expense.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state where the Hotel is located. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the federal or state courts of the city and state where the Hotel is located shall be the sole venue and jurisdiction for the bringing of such action.

ENTIRE AGREEMENT

This Agreement, and the exhibits and schedules and other documents and instruments attached to or referenced herein, contain the entire understanding and agreement between the parties hereto with respect to the matters set forth herein, and all prior and contemporaneous understandings and agreements, whether oral or written, are entirely superseded.

GROUP CONTENT

To the extent Group or its attendees provide any content to Hotel, including brochures, collateral, logos, pictures, videos or music for any reason, including for use in conjunction with, or distribution during, the Event, Group hereby warrants that it has all rights, permission and licenses necessary to provide such content to Hotel and to display or perform the content used by Group during the Event and agree to indemnify and defend Hotel from any claims or liabilities arising out of Group's or Hotel's use of the content.

PRIVACY

To the extent Group provides Hotel any personal information, including Group's contact information and the contact information of its members and attendees, for any reason, Group hereby represents, warrants and covenants that it has obtained all rights, permissions and authorizations necessary to (i) regardless of the point of collection, provide the information to Hotel and (ii) grant

Hotel the right to use or release the information (a) in response to inquiries by Group or (b) in conjunction with Hotel's performance under this Agreement.

PHOTOGRAPHY

Hotel has the right, at its sole cost and expense, to photograph and/or video set-up for the Event. Any and all photographs and videos made or created by Hotel at the Event shall be the property of Hotel, and may be used and published by Hotel in connection with its business and the operation and promotion of the Hotel.

ASSIGNMENT

Neither this Agreement nor any of the rights or benefits granted hereunder may be assigned by Group in whole or in part without Hotel's prior written consent.

IMPOSSIBILITY

Either party may terminate this Agreement without penalty upon written notice in the event acts of God, war, terrorism, strikes, civil unrest, government authority or other emergency makes it impossible or illegal for Hotel to provide its facilities or for Group to hold the Event.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group 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.

LIMITATION OF LIABILITY

Except for claims of gross negligence or intentional conduct causing death or property or bodily injury, and for claims of amounts owed by Group to Hotel under this Agreement, in no event shall Hotel or Group (but as to Group, only to the extent Group has paid all liquidated damages arising under this Agreement) be liable for any indirect, incidental, special or consequential damages incurred by either party or any third party, whether in an action in contract or tort, even if the other party has been advised of the possibility of such damages. Further, subject to the exceptions set forth herein, in no event shall Hotel's liability hereunder exceed the amount of fees paid by Group under this Agreement. The provisions of this Agreement allocate the risks between the parties and Hotel's pricing reflects this allocation to which the parties have agreed.

WAIVER OF JURY TRIAL

ALL DISPUTES WITH RESPECT TO THIS AGREEMENT SHALL BE TRIED BEFORE A JUDGE IN A COURT OF COMPETENT JURISDICTION WITHOUT A JURY. THE JUDGE IN SUCH COURT OF COMPETENT JURISDICTION SHALL HAVE THE POWER TO GRANT ALL LEGAL AND EQUITABLE REMEDIES. BY EXECUTING THIS AGREEMENT, EACH PARTY HEREBY WAIVES AND COVENANTS NOT TO ASSERT ITS CONSTITUTIONAL RIGHT TO TRIAL BY JURY OF ANY DISPUTES, INCLUDING, BUT NOT LIMITED TO, DISPUTES RELATING TO THE ACTS OR OMISSIONS OF A PARTY HERETO. THIS MUTUAL WAIVER OF JURY TRIAL SHALL BE BINDING UPON THE RESPECTIVE SUCCESSORS AND ASSIGNS OF SUCH PARTIES AND UPON ALL PERSONS AND ENTITIES ASSERTING RIGHTS OR CLAIMS OR OTHERWISE ACTING ON BEHALF OF A PARTY AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS

