

# **GROUP SALES EVENT AGREEMENT**

A satisfied customer is our goal. We believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This Group Sales Event Agreement ("Agreement") between Empire City MC and JC Grandview LLC. d/b/a DoubleTree by Hilton Jersey City is intended to be helpful to both you and us and result in your satisfaction with our performance.

| Espe                              | ecially Prepared for:   | Event & Hotel Information: |  |  |
|-----------------------------------|-------------------------|----------------------------|--|--|
| Group Contact: Mr. Chaz Antonelli |                         | Group Type:                | Group, Convention & Association                |  |
| Title:                            |                         | Date(s) of Event:          | 10/10/2014 - 10/12/2014                        |  |
| Company Name:                     | Empire City MC          | Post to Reader Board As:   | Empire City MC 50th Anniversary & AMCC Meeting |  |
| Address:                          | 2065 1st Ave Apt 9E     | Hotel Contact:             | Jenny Hiraldo-McNamara                         |  |
| City, State, Zip:                 | NY, NY 10029            | Title:                     | Leisure Sales Manager                          |  |
| Phone:                            | 1-646-827-6222          | Phone:                     | 201-499-2576                                   |  |
| Fax:                              |                         | Fax:                       | 201-499-2424                                   |  |
| Email:                            | ChazAntonelli@gmail.com | Email:                     | Jenny.Hiraldo@Hilton.com                       |  |

|                 | Room Block |            |
|-----------------|------------|------------|
| ROOM TYPE       | 10/10/2014 | 10/11/2014 |
| STANDARD SUITES | 20         | 20         |

## **TOTAL SLEEPING ROOM NIGHTS RESERVED: 40**

Group agrees that it will provide to Hotel information summarizing all events of a similar type to the one described in this Agreement that it holds between the date this Agreement is signed and the date of the Event described in this Agreement, no later than 60 days after each event is completed. This information will be used by Hotel to assist Group and Hotel in planning for this Event.

#### **Option Dates**

These arrangements are being held on a first option basis until 05/02/2014. However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given 5 days, or until the end of your Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or so alternate dates can be researched and held for your use.

- 1 Complimentary room/ per 25 paid rooms.
- 1 Upgraded suite for the Group Leader.
- Discounted Overnight Self Parking Rate for your motorcycles or cars at \$15.00 + tax/ per night.
- Individuals pay own room, tax & incidental charges
- Reservations due on 09/11/2014
- This is a Courtesy Room Block. Once the room block is full, we may review the block and rates and additional rooms may be added based on availability.

#### Sleeping Room Rates

We are pleased to confirm the following special meeting/convention rates:

Standard Suites (Single/Double Occupancy)
Standard Suites (Triple/Quad Occupancy)

\$145.00 \$165.00

Sleeping room rates are **non-commissionable**, quoted exclusive of applicable state and local taxes, fees and assessments. In addition to the Total Minimum Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the State of **NJ** currently the sales tax rate is **7**%, and the hotel occupancy tax rate is **7**%.

# **Cut Off Date**

All the rooms provided for in your Room Block will be reserved on a definite basis for you upon signing of this Agreement. In order to assign specific room types to your attendees we ask that all room requests be received by **09/11/2014**. After that date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group if you pay for them in full at that time. Rooms not guaranteed and paid for in full as of the Cut Off Date will be released from your

Room Block. After the Cut Off Date, your Group attendees may still request rooms based on availability. If you have not quaranteed such rooms by prepayment, such rooms will be available at the Hotel's prevailing rate.

#### Early Departure Fee

If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account of \$100.00. Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation. The Hotel will deduct any collected Early Departure fees from the amount you may owe as performance damages.

## Check-In/Out Time

Our check-in time is 3:00 PM, check-out time is 12:00 PM. All guests arriving before 3:00PM PM will be accommodated as rooms become available.

## Room Assignments

We understand room reservations will be booked directly by the attendees with the Hotel room reservation department by calling our toll-free number 1-800-HILTONS, or via the Internet using the Personalized On Line Group Page. You may add your logo or pictures (up to 2 pictures) and information about the event. Please contact the Sales Department directly to set up your Personalized Webpage at 201-499-2580. The hotel will also provide a Special Group Code for this event.

## **Credit Arrangements**

It is our understanding that all individuals who attend your event will be responsible for their own room, tax and incidentals.

#### Hospitality Suite:

All sleeping room's standard Check-in time is 3:00pm, check-out at 12:00pm. Early check-ins and late check-outs are based on availability. In order to guarantee early check-ins or late check-outs, you might have to book and pay these rooms for the nights before/after the scheduled events.

| SCHEDULE OF EVENTS |               |             |                   |                     |            |                         |                    |
|--------------------|---------------|-------------|-------------------|---------------------|------------|-------------------------|--------------------|
| Date               | Start<br>Time | End<br>Time | Function Name     | Room Name           | Room Setup | Anticipated # of People | Room Rental<br>Fee |
| 04/10/2014         | TBD           | TBD         | Hospitality Suite | Sleeping Room # TBD | Existing   | TBD                     | Room Rates         |
| 04/11/2014         | TBD           | TBD         | Hospitality Suite | Sleeping Room # TBD | Existing   | TBD                     | Room Rates         |
| 04/12/2014         | TBD           | TBD         | Hospitality Suite | Sleeping Room # TBD | Existing   | TBD                     | Room Rates         |

#### **Hospitality Suite:**

All sleeping room's standard Check-in time is 3:00pm, check-out at 12:00pm. Early check-ins and late check-outs are based on availability. In order to guarantee early check-ins or evening late check-outs, you might have to book for these rooms for the night before/after the scheduled events.

ONLY Bads + Bed Frawel

It is our understanding that you would like to remove all furniture from the rooms that will be used as Hospitality Suites. Hotel will provide this service based on availability; you might have to book and pay for an additional room to be used as storage.

## **Banquet Services**

In order to schedule staff and order products for your functions, we require that your final menu selections and room set specifications be received thirty days (30) prior to your major arrival day. Your catering manager will provide you with Event Orders establishing the financial and operational requirements for your Event based on your selections and program. You will need to sign a confirmation of the Event Orders and return it to the Hotel. If you do not return the Event Orders as requested, they will be deemed accepted by you.

Upon request, copies of menus will be provided. Menus do **not** include state and/or local taxes, which are currently **7% tax**, administration charges (see below).

Until specific menus and prices are established, Hotel will compute any performance or cancellation damages due using the minimum revenue amount provided above.

The Hotel is licensed to serve food and beverages. No food or beverages may be brought into the Hotel by Group for service at this Event. With exception of gress rooms/hospitality suite, as discussed.

ADMINISTRATION CHARGE: 24% (15% of this Administration Charge is paid to your server(s) as Gratuity. 9% of this charge is retained by the hotel to cover discretionary costs).

## Compliance with Laws

Group represents, warrants and agrees that Group is currently, and at the time of the Event that is the subject of this Agreement will be, in compliance with all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Office of Foreign Assets Control in the U.S. Department of the Treasury. Hotel may cancel this Agreement without any liability if in the Hotel's sole, reasonable determination, Hotel believes that it is necessary to do so in order to comply with its obligations under such applicable laws, rules or regulations.

## **Promotional Considerations**

Hotel has the right to review and approve any advertisements or promotional materials in connection with Group's Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Home2 Suites by Hilton, Hilton Grand Vacations, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf~Astoria and Waldorf~Astoria Collection. You agree that we may share your meeting and meeting planner information with our third party providers who offer support services to groups holding events at our Hotel, including audio/visual services, decorators, florists, and others.

#### Amendments/Changes

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed or unsigned Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone.

This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the (a) date sent; or
- Communications sent via facsimile will be considered effective as of the date and time on the facsimile (b) confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

# Severability

Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the

| HOTEL:  |
|---|
| Hartz Mountain, Inc.                                  |
| d/b/a DoubleTree by Hilton Hotel & Suites Jersey City |
| By:   |
| Jenny Hiraldo-McNamara, Leisure Sales Manager         |
|   |
| Dated:  |
|   |
|   |