



### GROUP CATERING AGREEMENT

This **Group Sales Event Agreement** ("Agreement") is by and between **Linn-Mar Community School District** ("Group" or "you" or "your(s)") and **Atrium TRS I, LP d/b/a Cedar Rapids Marriott** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
<b>Client Contact Name:</b>	David Brown	<b>Name of "Event":</b>	MVC Spring Meeting
<b>Title:</b>	Athletic Director	<b>Date(s) of Event:</b>	04/13/2022 - 04/13/2022
<b>Responsible Party (Company Name or Individual):</b>	Linn-Mar Community School District	<b>Post to Reader Board as:</b>	MVC Spring Meeting
<b>Address:</b>	3111 10th Street	<b>Hotel Contact:</b>	Heather Oglesby
<b>City, State, Zip:</b>	Marion, IA 52302-5481 USA	<b>Title:</b>	Enterprise Sales & Marketing Manager
<b>Phone:</b>	(319) 447-3061	<b>Phone:</b>	(304) 382-1485
<b>Email</b>	dbrown@linnmar.k12.ia.us	<b>Email:</b>	Heather.oglesby@atriumhospitality.com

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

#### SCHEDULE OF EVENTS

Date	Day	Start	End	Function Type	Setup	# People	Rental	Related Events
04/13/2022	Wed	12:00 PM	5:00 PM	Meeting	Schoolroom	30	\$425.00	Cedar Rapid Room
04/13/2022	Wed	2:00 PM	5:00 PM	Cash Bar	Existing	30		Cedar Rapids Room
04/13/2022	Wed	4:00 PM	5:30 PM	Meeting	Schoolroom	60	\$500.00	Hickory Room
04/13/2022	Wed	5:30 PM	7:00 PM	Dinner	Rounds of 8	60		Birch/Aspen

#### GUARANTEED ATTENDANCE AND MENU SELECTIONS

Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges.

#### SERVICE CHARGE

A service charge of 25% (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

#### AGREED MINIMUM FOOD AND BEVERAGE REVENUE

Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" to the Hotel from such events is **\$1,500.00**. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra.

**FACILITIES AND SERVICES COMMITMENT**

When you contract for meeting facilities and for food and beverage services, those facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted facilities or services, the Hotel is unable to resell those facilities or services and even when the facilities or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when facilities or services may be resold, it is costly to re-market the facilities and services, and such efforts divert the attention of our sales staff from selling the Hotel's facilities and services for other times. And we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition which is addressed separately in the attachment hereto, and which shall be due in addition to the liquidated damage amount set forth herein.

**CANCELLATION**

It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

**CANCELLATION FEES:**

**Cancellation Fee is based on Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charges and applicable taxes for a total amount of \$3,243.44**

<b>Cancelled within 90 days prior to 04/13/2022</b>	<b>90% or \$2,919.09</b>
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Your written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

**DEPOSIT AND PAYMENT REQUIREMENTS**

If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement.

<b>Date</b>	<b>Deposit Due</b>
<b>Upon return of signed Agreement to Hotel</b>	<b>\$650.00</b>
<b>Three days prior to Event*</b>	<b>Remaining Balance of event</b>

\* Final deposit payment must be by cash, credit card, certified or official bank check, bank transfer or money order.

Checks and money orders should be made payable to and be delivered to:

Cedar Rapids Marriott  
Attention: Accounting Department  
1200 Collins Road N.E.  
Cedar Rapids IA 52402

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: banquet food and beverage charges, service charges, meeting space rental charges, cancellation charges, charges for third-party services and/or supplies arranged through the Hotel, audio-visual charges and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

**TAX EXEMPT STATUS**

If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

**AUDIO-VISUAL EQUIPMENT**

Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

**INSURANCE AND INDEMNIFICATION**

For your information only, if you do not currently have insurance to cover your Event, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. This insurance protects you for covered matters that might occur during your Event and for which you might otherwise have liability. When purchasing single event insurance, you should select general liability and property damage coverage, and Atrium TRS I, LP and Atrium Hospitality LP as additional insureds. And provide a copy of the insurance certificate to the Hotel sales team for placement in your file.

The Group shall indemnify, defend and hold harmless Atrium TRS I, LP and Atrium Hospitality LP and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, except to the extent and percentage attributable to the Hotel's negligence.

**ELECTRICAL/PHONE SETUP**

All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Event Services Department.

**OUTSIDE FOOD AND BEVERAGE**

Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required.

**SHIPPING AND RECEIVING**

Due to limitations in secured storage space, the Hotel will only accept packages as follows:

Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, Group name, plus "Hold for Arrival Date of 04/13/2022"

There will be a handling charge as follows:

Boxes up to 36" x 24" x 24"	\$5.00 per box
Larger boxes / display cases	\$10.00 per box
Pallets	\$100.00 per pallet

Charges will be placed on the Master Account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the Hotel. Hotel will not be responsible for any shipping charges, damages or loss to any packages or boxes.

**MARRIOTT BONVOY EVENTS:** Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and American Red Cross has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. 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-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

**GROUP MUST CHECK ONE OPTION BELOW:**

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking “Insert.” Alternatively, one can use the commands “Insert” and “Symbol,” choose the blackened box, and then click “Insert.”

**FORCE MAJEURE:** No damages from either Party shall be due for a failure of performance due to Acts of God, war, terrorist act, riots, disaster or strikes, any one of which make performance impossible. Moreover, it will be considered a Force Majeure event if, within sixty days in advance of the scheduled event, the CDC declares a pandemic, as the CDC defines that term (or a previous such declaration remains in place), and as a result a government entity (other than Group or its affiliates in the case of a cancellation by Group) imposes a travel ban, or attendance ban for the location of the event that has the effect of prohibiting attendance at the event or use of the hotel facilities. In the case of a Force Majeure event, the non-performing party may terminate this Agreement, without liability, upon written notification. The Hotel shall have no liability for power disruptions of any kind.

**ENTIRE AGREEMENT**

This Agreement, including the below-referenced **Additional Terms and Conditions**, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed “accepted” and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the Hotel’s Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group’s representative prior to **February 11, 2022**.

**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the “Additional Terms and Conditions”) located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

HOTEL:

Linn-Mar Community School District  
Group:

Atrium TRS I, LP d/b/a Cedar Rapids Marriott

By:

By:

\_\_\_\_\_

\_\_\_\_\_

Name: David Brown, Athletic Director

Name: Heather Oglesby, Enterprise Sales & Marketing Manager

Dated:

Dated: