

Courtyard by Marriott Lincoln Downtown

C-18-0085

808 R Street * Lincoln, NE 68508 * Phone: (402) 904-4800 * Fax: (402) 904-4804

Organization:	Lancaster County Community Corrections	Group Dates:	Tuesday, 6/12/18 - Wednesday, 6/13/18
Event:	June 2018 - Lancaster County Community	Contact:	Brenda Reining 4024413601
Address:	Corrections Meeting 605 S 10th StB131 Lincoln NE, NE 68508	Phone:	breining@lancaster.ne.gov Alyssa
		Email:	Brodersen
		Sales Manager:	

Thank you for choosing Courtyard by Marriott Lincoln Downtown for your meeting. Pursuant to this contract, once accepted, Lancaster County Community Corrections ("Group") will hold a meeting at Courtyard by Marriott Lincoln Downtown ("Hotel").

PARKING, PORTERAGE & GRATUITIES

There will be a charge of \$16.00 for guest's overnight self-parking or \$17.00 for overnight valet parking; and an hourly charge for members of your group who are not staying at the hotel of complimentary for the first hour, \$1.25 each hour thereafter and a maximum charge of \$11.25 per day. Some special event rates may apply. **Prevailing rate will apply for parking.**

Group shall be solely and fully responsible for informing its attendees of these fees and that they are separate and distinct from the room rate and from taxes. Group may not, in any printed materials regarding the meeting or in any other manner, lump these fees into any category such as tax or room rate.

BILLING PROCEDURES

MASTER ACCCOUNT CHARGES: The following items shall be charged to the Master Account: group-designated sleeping rooms, taxes, banquet food and beverage charges, attrition charges, meeting space rental charges, plus applicable taxes thereon, cancellation 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 commencement of the meeting.

CREDIT CARD GUARANTEE/DEPOSIT: Complete attached Authorization Form. Please fax form to Hotel Accounting at 402-904-4804.

Name on Card and Credit Card #: _____ exp. _____ AMEX VISA MasterCard Discover

Unless Group has established credit in advance with Hotel, Group will pay the entire contract price in cash or by certified check at least ten (10) business days prior to function or by personal bank check fourteen (14) days prior to function. Hotel may terminate this agreement and retain the portion of Group's deposit or seek additional amounts necessary to equal the Cancellation Fee if payment is not made as agreed. If Group has established credit, payment in full will be due within ten (10) days of your function. If preferred, all charges can be paid by credit card. Hotel accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your function, you will provide us with the credit card to which all estimated master account charges. If credit has been approved, Group will provide Hotel with its credit card information at the time of Group's function.

MEETING REQUIREMENTS

MEETING SPACE RENTAL: The Hotel will provide all of the function space you require in accordance with the schedule of events which is described below for a fee of \$100.00 for day 2, in recognition of the revenue we will derive from the provision of room nights and food and beverage services and ancillary services hereunder. The Hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

***Room rental will be included in price with the purchase of a full day meeting planner package on day 1 and \$100 on day 2 with the purchase of continental breakfast for 40.**

Your final program must be confirmed in writing no later than 60 days before the commencement of your meeting, though Hotel is not obligated to provide space in excess of that set forth below. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The Hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections upon notice to the Group. Diagrams and identification of the Hotel's meeting space to be used for your meeting may not be disseminated by the Group without the Hotel's prior approval.

SERVICE CHARGE: 22% of all charges, plus any applicable state or local tax (currently 9.40%), will be added to Group's Master Account as a service charge. The service charge may be taxable under state law.

Lancaster County Community Corrections is tax exempt.

SCHEDULE OF EVENTS

Date	Start Time	End Time	Function	Setup	AGR	Rental
Tuesday, 6/12/18	8:00 AM	9:00 AM	Breakfast	Existing Seating	40	*
Tuesday, 6/12/18	8:00 AM	5:00 PM	Lancaster County Community Corrections Meeting	U Shape	40	*
Tuesday, 6/12/18	12:00 PM	1:00 PM	Lunch	Lobby - Existing Seating	40	*

Wednesday, 6/13/18	8:00 AM	9:00 AM	Breakfast	Existing Seating	40	*
Wednesday, 6/13/18	8:00 AM	1:00 PM	Lancaster County Community Corrections Meeting	U Shape	40	\$100.00

GUESTROOM AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, 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 the contract. 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 room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights 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 not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we 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 meeting above and beyond that 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 meeting, 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, except those losses associated with any failure to make full use of exhibit space, which is addressed separately in the attachment hereto, and which shall be due in addition to the liquidated damage amount set forth herein.

ANTICIPATED BANQUET FOOD & BEVERAGE REVENUE FIGURES

Agreed Minimum banquet food and beverage revenue is **\$2,500.00**. These figures shall be referred to herein as the "Anticipated Banquet Food and Beverage Revenue Figures." All food and beverage is subject to a 22% service charge which is taxable at 9.40%. All revenue figures are net and not inclusive of taxes, service charge or commissions. Food is subject to a 9.40% tax and alcoholic beverages are subject to a 9.40% tax. All taxes are subject to change. **Lancaster County Community Corrections is tax exempt.**

ATTRITION

We agree to allow for a **10%** reduction in each of the "Anticipated Banquet Food and Beverage Revenue Figures", provided that you make a written request for that reduction between now and 60 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. Any remaining amount will be posted as a charge to your Master Account, plus applicable taxes. Additionally, at the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting and the amount of any permissible attrition you have taken from the Anticipated Banquet Food and Beverage Revenue Figure set forth above. Any remaining amount will be posted as a charge to your Master Account, plus applicable taxes and service charges.

CANCELLATION

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

For individual room cancellations, Hotel must receive notice by 6pm two days prior to scheduled arrival, though this shall have no bearing upon the Group's total liability pursuant to either the attrition or cancellation clauses herein. Group shall inform its attendees of this policy.

FORCE MAJEURE

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

AUDIO - VISUAL EQUIPMENT

A service charge of 22% shall be added to all audio-visual charges. Should Group utilize an outside vendor or its own equipment, (1) any outside vendor must comply with the requirements herein regarding outside contractors; (2) the Hotel's standards must be adhered to as outlined by your Conference Service Manager in an effort to ensure guest safety; (3) a patch fee of \$35 per room per day will apply; and (4) any technical support required by our supplier (if available) to assist with outside equipment will be subject to a labor fee of \$50 per hour, with a two-hour minimum.

IN-HOUSE EQUIPMENT: Hotel will provide at no charge a reasonable amount of meeting equipment (i.e. tables, chairs, etc). This complimentary arrangement does not include special set-ups or extraordinary formats that the Hotel does not supply or that would deplete the Hotel's supply of equipment.

OUTSIDE CONTRACTORS: The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the Group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use. All outside contractors will be required to provide proof of worker's compensation insurance in statutory amounts; comprehensive general liability insurance covering automobile, personal injury and property damage with single limits of not less than one million dollars (\$1,000,000) per person per occurrence, on which the Hotel shall be named as an additional insured. All displays, exhibits, decorations, equipment and musicians must enter and exit the Hotel through the receiving entrance and pickup times must be coordinated with the Hotel in advance.

INSURANCE & INDEMNIFICATION

Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract, in amounts not less than those set forth above. Group's insurance policy shall name the Hotel and Woodbury Corporation as additional insureds. Group agrees to pay for any damage to the function space which may be caused by an act of negligence of the Group and its employees. Group will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Group and its employees. The Hotel is not responsible for any loss or damage no matter how caused, except by any willful acts of negligence by Hotel and its employees, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.

REWARDS PROGRAM

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Group has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award Points or submit an award for airline miles to the Member(s) identified below.

Name _____ Rewards Number _____

Rewarding Events program 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.

HOTEL POLICIES

SECURITY: If required, in Hotel's sole judgment, in order to maintain adequate security measures in light of the size and/or nature of Group's function, Group will provide, at its expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which Hotel is located, which agency will be subject to Hotel's prior approval. Such security personnel may not carry weapons.

LOGO: The Group shall not use the name, trademark or logo or any other proprietary designation of the Hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by the Hotel for such use.

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

SIGNAGE: Signs and banners are not allowed in the Hotel's public areas without permission. In regard to the Group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. Group will be charged for any damage to the facility.

SHIPPING & 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 _____".

§ Hotel will not be responsible for any damages or loss to any packages or boxes.

FOOD POLICY: All food and beverage items served in public areas or meeting rooms on behalf of Group with respect to this event must be supplied and prepared by the Hotel. No to-go boxes will be provided during or after the event. Food cannot be taken out of the hotel after it has been served to the public due to health code. All food and beverage purchased by the Group from the Courtyard by Marriott must be consumed on property. **A daily**

charge of \$250.00 will be enforced and added to the group account should any outside food & beverage be served by the Group with respect to this event in public areas or meeting rooms.

Though the Group's obligation for food and beverage revenue is set forth herein, the Hotel will confirm all banquet food and beverage prices no later than 90 days before the commencement of your meeting, and Group will confirm all menu arrangements in writing no later than 30 days before the commencement of your meeting. If that confirmation is not received by that date, your requested menu selections may not be available. The number of guests in attendance at each function shall be guaranteed by Group on a banquet event order no later than three business days before the commencement of your meeting. If your actual attendance for each function is less than the guaranteed number of guests, you will be liable for the food and beverage charges for 100% of the guaranteed number. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function.

LOUD MUSIC & BANDS are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. The Hotel reserves the right to control decibel levels in all areas of the hotel. The Group represents and warrants that all copyright and publishing fees for all compositions, materials, or arrangements performed or played at the meeting have been paid by Group in full and agrees to indemnify, defend and hold harmless Hotel and its management company for any and all claims and damages related to the performance of any copyrighted works.

AUTHORITY

The persons signing the agreement on behalf of Hotel and Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Lincoln, NE, and shall be governed by and construed in accordance with NE law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of the State of Nebraska. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's Director of Sales or General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior consent of Hotel. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of NE, and only in Lancaster County.

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel prior to **Tuesday, February 13, 2018**. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement. We look forward to working with you and to hosting a memorable meeting.

By Group's authorized representative: _____
Todd Wiltgen
Lancaster County Board of Commissioners Chair
Lancaster County Board of Commissioners

Date: _____

By Hotel's authorized representative: *Alyssa Brodersen*
Alyssa Brodersen
Events Manager
Courtyard by Marriott Lincoln Downtown

Date: 2-5-18