



## MARRIOTT THE CORNHUSKER

### GROUP AGREEMENT

The following represents an Agreement between The Lincoln Marriott Cornhusker (“Hotel”), 333 South 13th Street, Lincoln, NE, 68508, (402) 474-7474 and Lancaster County Commissioners (“Group”).

ORGANIZATION: Lancaster County Commissioners

CONTACT:

Name: Minette Genuchi  
 Job Title: Administrative Assistant  
 Street Address: County City Building  
 City, State, Postal Code: Lincoln, NE 68508  
 Phone Number: (402) 441-7449  
 E-mail Address: mgenuchi@lanaster.ne.gov

NAME OF EVENT: **Lancaster County - Employee Recognition Breakfast May 2019**

REFERENCE #: M-EBF9N4U

OFFICIAL PROGRAM DATES: Tuesday, 05/21/2019 - Tuesday, 05/21/2019

### SPECIAL CONCESSIONS

In consideration of the Room Night Commitment, and the functions identified on the Event Agenda, Hotel will provide Group with the following special concessions:

- **Complimentary Wireless Internet** (up to 10 Mbps) in guest rooms and meeting spaces.
- **Complimentary Local Shuttle** to and from the Lincoln Airport (LNK), plus around Lincoln (up to 3 miles from Hotel) and the Haymarket area.
- **Complimentary Meeting Room Rental** during your event based on the Event Agenda.
- **Food and Beverage Minimum** of (\$1,000) - exclusive of service charge.

### ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment or Estimated Attendees of more than (33%), the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment or Estimated Attendees.

### MASTER ACCOUNT CHARGES

If Group wishes to pay any portion of its obligation by credit card, the credit card information must be entered into our secure online web-site. A Credit Card Information Request e-mail will be sent to the e-mail address provided. No reservations will be confirmed until the information is received by Hotel.

Group will raise any disputed charge(s) within (14) days after receipt of the invoice. The Hotel will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date. Any cancellation or attrition fees will be billed to the Master Account.

**EVENT MANAGEMENT**

An Event Manager will be assigned to coordinate all of the details and logistics pertinent to your function activities and room block. These details will include specific food and beverage arrangements, program time revisions, room design and set-up, rooming lists, coordinating special requests and relevant billing instructions.

**FUNCTION INFORMATION/EVENT AGENDA**

Based on the requirements outlined by Group, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda:

<b>Date</b>	<b>Day</b>	<b>Start Time</b>	<b>End Time</b>	<b>Function Type</b>	<b>Setup</b>	<b># People</b>	<b>Meal Cost Per Person</b>
05/21/2019	Tue	7:30 AM	9:00 AM	Breakfast Buffet	Rounds of 10	100	\$14

**MEETING ROOM RENTAL**

According to your established program needs detailed in this agreement, we agree to extend a reduced function space charge of (Complimentary) (plus service charge). This applies to our labor and utilities costs in setting up and maintaining your required function space.

**IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example: stage, podium, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel’s present in-house equipment to the point of requiring rental of an additional supply to accommodate Group’s needs. If such special setups or extraordinary formats are requested, Hotel will present group two alternatives: (1) charging Group the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

**TECHNICAL SERVICES**

**Audio, visual and technical services are provided by PSAV and not the Hotel.** Group may bring in their own equipment or outside vendor (with Hotel approval), but the Hotel cannot warranty any outside equipment or vendor work. For guaranteed service, please contact for a quote of services:  
Regan Strukoff - Director of Event Technology - PSAV®  
office: 402.473.2015 mobile: 402.276.1619 email: rstrukoff@psav.com

**DAMAGE TO FUNCTION SPACE**

Lancaster County Commissioners agree to pay for any damage to the function space which may be caused by an act of negligence of the Lancaster County Commissioners and its employees. Lancaster County Commissioners will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Lancaster County Commissioners and its employees.

**SERVICE CHARGE & TAX**

The service charge in effect at the time of the event will be added to all meeting room rental fees, menu items, beverages, and audio visual equipment selected for your event (currently 22%).

**FOOD AND BEVERAGE MINIMUM**

Group agrees that it will provide Hotel total Event food and beverage revenue of (\$1,000) exclusive of service charge (“Minimum Event F&B Revenue “). Group must initially confirm the expected number of attendees of its catered functions at the time of booking the event and again (5) business days prior to the scheduled function. If the guarantee is not received, the anticipated attendance will become the guarantee. This will be the final guarantee. Subsequently, the figure may be increased but cannot be decreased. In an upward adjustment, we cannot guarantee that we can provide the same item as originally selected. **If Group fails to provide Hotel with the full Minimum Event F&B Revenue, Group will pay Hotel,**

as liquidated damages and not as a penalty, the difference up to the full Minimum Event F&B Revenue, plus service charge.

**OUTSIDE FOOD AND BEVERAGE POLICY**

All food and beverage served in function spaces associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

**CANCELLATION POLICY**

The Group agrees that should either party cancel this event for any reason, including cancellation of function space or sleeping rooms, that the non-canceling party will suffer damages. Therefore, the parties agree that the canceling party will pay as liquidated damages to the non-canceling party immediately upon notice of cancellation based upon the calculation below (“Cancellation Fee”):

<b>Date of Cancellation</b>	<b>Total Amount of Liquidated Damages Due</b>
Date of Agreement to (180) days prior	25% of Total Room Night Commitment, Total Meeting Room Rental & Minimum Event F&B Revenue
From (179) days to (60) days prior	50% of Total Room Night Commitment, Total Meeting Room Rental & Minimum Event F&B Revenue
From (59) days prior to Date of Event	80% of Total Room Night Commitment, Total Meeting Room Rental & Minimum Event F&B Revenue

Group agrees that changing the meeting site and/or the guestrooms to another location would harm Hotel and constitutes a breach of this agreement and agrees to pay (80%) of the Total Room Night Commitment, Total Meeting Room Rental & Minimum Event F&B Revenue as liquidated damages, not as a penalty. Both parties agree that after receipt of such amounts it will not seek additional damages.

**FUTURE REBOOKING**

With respect to Cancelled Events, if, and only if, (1) Group pays the Cancellation Fee due above – within 30 days of event cancellation; and (2) Hotel and Group are able, after good faith negotiations, to agree on mutually acceptable dates for a replacement Event (“Replacement Event”) that (a) is scheduled to be, and actually is, held at Hotel within the 12 months following the scheduled date of the Cancelled Event, and during a business period in which Hotel is not projected to be at capacity (“Need Dates”); and (b) is of the same or greater dollar value to the Hotel as the Cancelled Event was to have been; and (c) is governed by an agreement that is identical to this Agreement in all material respects; then Hotel will provide Group with a credit (the “Replacement Event Credit”) of 50% of the above liquidated damages amount, to be applied towards the Master Account for the Replacement Event. The Hotel will provide Group with a list of all Need Dates for the 12 month period following the scheduled date of the Cancelled Event.

**PARKING**

The City of Lincoln owns and manages two adjacent covered parking garages. Current parking charges are free the first hour and then (\$1.25) an hour up to (\$11.25) maximum for 24 hours of parking (garage pricing and hours of operation are subject to change). Valet parking can be provided at (\$20) per day (prices subject to change). These charges can be added to the guestroom folio and paid upon check out by cash or credit card. **Garage pricing is subject to increase during city special events.**

**IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for Hotel to provide, or for groups in general to use, Hotel facilities. The ability to terminate this Agreement without liability

pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

**COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

**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.

**TAX EXEMPTIONS**

If Group maintains tax exempt status in the state of Nebraska, Group must provide Hotel with a valid tax exemption certificate(s) in order to be exempt from tax charges. Group acknowledges that individual attendees do not qualify for tax exemptions and only charges paid for by the Master Account will qualify as tax-exempt.

**ACCEPTANCE**

When presented by Hotel to Group, this document is an invitation by Hotel to Group to make an offer. Upon signature by Group, this document will be an offer by Group. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless Hotel otherwise notifies Group at any time prior to Group’s execution of this document, the outlined format and dates will be held by Hotel for Group on a first-option basis until **Friday, February 15, 2019**. If Group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Group and Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Group:

Name: (Print) \_\_\_\_\_ Signature: \_\_\_\_\_

Title: (Print) Chairperson, Lancaster County Commissioners Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: Brook Seacrest Signature: \_\_\_\_\_

Title: Sales Manager Date: \_\_\_\_\_

E-mail: [BrookS@thecornhusker.com](mailto:BrookS@thecornhusker.com) Phone: (402) 479-8296 Fax: (402) 474-6006