



**MARRIOTT
THE LINCOLN
CORNHUSKER**

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Lincoln Marriott Cornhusker Hotel, 333 S 13th Street, Lincoln, NE, 68508-2516, (402) 474-7474 and Lancaster County Treasurer.

ORGANIZATION: Lancaster County Treasurer

CONTACT:

Name: Vicki Hansen
Phone Number: (402) 441-8995
E-mail Address: vhansen@lancaster.ne.gov

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Lancaster County Treasurer, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental
03/01/2020	Sun	12:00 PM	10:00 PM	Storage		-	
03/01/2020	Sun	7:00 PM	9:00 PM	Set Up		-	
03/02/2020	Mon	5:00 AM	7:00 AM	Set Up	Theatre	-	
03/02/2020	Mon	6:30 AM	1:00 PM	Registration	Registration	-	
03/02/2020	Mon	7:00 AM	9:00 PM	Storage		-	
03/02/2020	Mon	7:30 AM	1:30 PM	General Session	Theatre	600	\$2,250.00

SERVICE CHARGE & TAX

The taxable 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%). As required by State law, the appropriate local occupation fee and sales tax (currently 9.14%) will be added to the total cost of the function including service charges. All food and beverage served in The Lincoln Marriott Cornhusker Hotel must be purchased from The Lincoln Marriott Cornhusker Hotel unless otherwise authorized by the hotel.

EVENT MANAGEMENT

An event manager will be coordinating all of the details pertinent to your function activities and room block. These details will include specific food and beverage arrangements, program revisions, room set-ups, rooming lists, and relevant billing instructions. Please be advised that no food or beverage of any kind may be brought into The Lincoln Marriott Cornhusker Hotel meeting rooms by or on the behalf of the guest, or any of the customer's guests or attendees.

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 for overnight parking (garage pricing and hours of operation are subject to change). Valet parking can be provided at \$20.00 per day (prices subject to change). The daily valet charge can be added to the guestroom charges and paid upon check out by cash or credit card. Garage pricing is subject to increases during city special events.

CANCELLATION POLICY

The Lancaster County Treasurer 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:

- Any time after confirmation up to six months prior to scheduled Lancaster County Treasurer arrival, a cancellation payment of 25% of the Lancaster County Treasurer's total anticipated revenue and tax would apply.

- Six months out and up to 60 days prior to scheduled Lancaster County Treasurer arrivals, a cancellation payment of 50% of the Lancaster County Treasurer's total anticipated revenue and tax would apply.
- Sixty days out and up to the Lancaster County Treasurer's arrival day, a cancellation payment of 80% of the Lancaster County Treasurer's total anticipated revenue and tax would apply.

Lancaster County Treasurer agrees that changing the meeting site and/or the guestrooms to another location would harm The Lincoln Marriott Cornhusker constitutes a breach of this agreement and agrees to pay 100% of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" as liquidated damages, not as a penalty.

Both parties agree that after receipt of such amounts it will not seek additional damages.

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 The Lincoln Marriott Cornhusker Hotel to provide, or for Lancaster County Treasurers in general to use, The Lincoln Marriott Cornhusker 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. The Lincoln Marriott Cornhusker Hotel and Lancaster County Treasurer agree to cooperate with each other to ensure compliance with such laws.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Lancaster County Treasurer will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

LIQUOR LICENSE

Lancaster County Treasurer understands that The Lincoln Marriott Cornhusker Hotel's liquor license requires that beverages only be dispensed by hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

ACCEPTANCE

When presented by The Lincoln Marriott Cornhusker Hotel to Lancaster County Treasurer, this document is an invitation by The Lincoln Marriott Cornhusker Hotel to Lancaster County Treasurer to make an offer. Upon signature by Lancaster County Treasurer, this document will be an offer by Lancaster County Treasurer. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless The Lincoln Marriott Cornhusker Hotel otherwise notifies Lancaster County Treasurer at any time prior to Lancaster County Treasurer's execution of this document, the outlined format and dates will be held by The Lincoln Marriott Cornhusker Hotel for Lancaster County Treasurer on a first-option basis until **July 19, 2019**. If Lancaster County Treasurer cannot make a commitment prior to that date, this

invitation to offer will revert to a second-option basis or, at The Lincoln Marriott Cornhusker Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Lancaster County Treasurer and The Lincoln Marriott Cornhusker Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by:

Name: (Print) _____

Signature: _____

Date: _____

Approved and authorized by The Cornhusker Lincoln Marriott Hotel:

Name: Casey Sigrist

Title: Catering Sales Manager

Signature: _____

Date: _____

E-mail: csigrist@thecornhusker.com

Phone: (402) 479-8204

Fax: (402) 474-6006