

GROUP SALES AGREEMENT

It is a pleasure to provide you with this Letter of Agreement for **STHS IRC Group** herein also referred to as “**(Group)**” scheduled on **January 31 - February 1, 2020**. We are pleased that you have chosen the **Wyndham Garden San Jose Silicon Valley (“Hotel”)** for your program.

This agreement between **STHS IRC Group** and the Hotel is intended to outline specific services and terms for the **STHS IRC Group**.

TODAY’S DATE August 13, 2019

ACCOUNT **STHS IRC Group**

CONTACT Paige Watanabe
Paige.watanabe@gmail.com
(408) 797-6467

HOTEL CONTACT Elliot Rumph
Sales & Catering Manager
408-972-7800 (phone)
408-972-0157 (fax)
elliott.rumph@wyndhamgardensan jose.com

GROUP / EVENT NAME **STHS IRC Group**

OFFICIAL EVENT DATES Jan 31 to Feb 1, 2020

GUEST ROOM AND RATE COMMITMENT

	Thu 01/31/2020		
	Occ	Rooms	Rate
Standard Double Queen	S	60	\$109.00
	D	0	\$109.00
	T	0	\$119.00
	Q	0	\$129.00
Standard King	S	30	\$99.00
	D	0	\$99.00
	T	0	\$109.00
	Q	0	\$119.00

Rates quoted are **non-commissionable** and are quoted exclusive of transient occupancy tax, currently 14.195% and \$1.00 HBID assessment charged per room per night. All taxes and assessment charges are subject to change without notice based upon local, state or federal implementation laws

CONCESSIONS

We are pleased to offer the following concessions to your group:

- Complimentary high speed internet access in guestrooms
- Complimentary onsite self-parking
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RESERVATION CUT-OFF DATE

We request that all reservations be received by **Thursday, January 10, 2020**. After the reservation cut-off date, any remaining unsold rooms within the Group block will be released back to the Hotel for general sale. Reservation requests received after the cut-off date will be accepted on a space and rate availability basis up to the Group block. If the Group rate is not available after the cut-off date, the prevailing rack rates will apply for any confirmed reservations.

CHECK-IN/CHECK-OUT

Check-in time is 3:00 p.m.; check-out time is 11:00 a.m.

RESERVATION PROCEDURES

Individual Call In

Individual room reservations will be made by each attendee by directly calling the Hotel at (408) 972-7800 or faxing (408) 972-0157 to the Sales Department. In doing so, please ask your attendees to request the Group rate for .

METHOD OF PAYMENT

To confirm a reservation, guests must provide a valid credit card at the time of reservation to guarantee their room

Individual Pay On Own: Individual guests pays for all charges.

DELIVERIES

Special arrangements must be made for receiving any equipment, goods, displays, or other materials that will be sent, delivered, or brought into the Hotel. (This excludes delivery of any food and beverage items that are also sold or furnished by the Hotel. The Hotel will not accept delivery of such items). Failure to comply may result in deliveries being refused or materials being unavailable when required. The Hotel's receiving entrance is open from **7am to 4pm, Monday through Friday**. Any materials being sent to the Hotel must be addressed and marked as follows:

**Wyndham Garden San Jose Silicon Valley
399 Silicon Valley Way
San Jose, CA 95138
Attn: Sales Department**

Each item must include the following information on the shipping label:

1. Event Name and Date
2. Hotel Guest Contact Name and Title
3. Complete Return Address
4. Number of items in shipment (Example: Box 2 of 5)
5. Name of Hotel Events Services Manager

Handling charges may apply. The Hotel does not accept any liability for equipment, goods, displays, or other materials that arrive unmarked or fail to arrive at the Hotel. The Group is responsible for insuring its property for loss or damage.

ADVERTISEMENTS/SIGNS/PROMOTION

The Management of the Wyndham Garden San Jose Silicon Valley reserves the right to restrict the display or distribution of any advertising or promotional material in the Hotel in competition with any services provided by the Hotel. The Hotel will review any promotional information that includes information about the Hotel. All promotional materials must include the Hotel as **Wyndham Garden San Jose Silicon Valley**.

To help preserve the appearance and minimize the damage in the main lobby, guest floors and public space, the Hotel policy prohibits hanging posters, announcements, etc., on walls or columns at any level. The Event Services Manager will provide you with size specifications and approval for signage.

CANCELLATION POLICY

Guests may cancel their reservation up to 24 hours prior to arrival. Failure to cancel a reservation will result in a no-show charge of night's room and tax to the credit card on file.

AMERICANS WITH DISABILITIES ACT (ADA)

The Hotel represents and Group acknowledges that beginning on January 1, 1992, and continuing thereafter, in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act and the regulations promulgated there under (“ADA”) the Hotel facilities being rented to Group under this Agreement, its guestrooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

Group agrees that by sixty (60) days prior to the Event date, it will furnish to the Hotel a list of any auxiliary aids needed in any function room or function space by its attendees. Should such auxiliary aids be required, Group shall pay all charges associated with the acquisition, rental or provision of such aids.

When sleeping room reservations are made, please ask your attendees to notify the Hotel of their auxiliary aid needs so that the Hotel may notify Group as to the names of businesses with which Group may contract to obtain those aids.

INDEMNIFICATION

The Hotel agrees to indemnify Group, its directors, officers, agents, contractors, and employees from any losses, damages, claims, and expenses including, without limitation, reasonable attorney's fees and expenses, judgments or liability, including costs of defense thereof, for any claims or damages for injury to persons or property resulting from use of the Hotel, except if such losses, damages, claims or expenses are due to the negligence or willful misconduct of Group attendees.

Group agrees to indemnify the Hotel, its directors, officers, Brand affiliates, agents, contractors, and employees from any losses, damages, claims, and expenses including, without limitation, reasonable attorney's fees and expenses, judgments or liability, including costs of defense thereof, for any claims or damages for injury to persons or property resulting from use of the Hotel, except if such losses, damages, claims or expenses are due to the negligence or willful misconduct of the Hotel.

FORCE MAJEURE

Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of either party shall be considered a breach of this Agreement, if such default, delay or failure to perform is shown to be due entirely to causes beyond reasonable control of the party charged with a default, including, but not limited, to causes such as strikes, lockouts, or other labor disputes, riots, civil disturbances, actions or inactions of governmental authorities or suppliers, epidemics, war, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy, nuclear disasters, default of a common carrier.

ACCEPTANCE

All of the arrangements outlined in this Agreement are reserved on a tentative first option basis. The provisions outlined in this agreement are based on the specifications given. Should the dates, anticipated attendance, or function schedule change, the Hotel reserves the right to renegotiate the terms of the agreement. Hand written changes will not be accepted and will void this Agreement. If the Group accepts the terms as outlined in this agreement, without changes, please sign and return by **January 31, 2020** to consider the Agreement as definite.

By signing this Agreement, the Group affirms that all of the terms outlined herein are clearly understood. This tentative first option status will automatically change to a second option status if the signed Agreement is not returned by the above date. If the Hotel receives another request for the same dates before a signed Agreement is received, the Hotel will notify the Group in writing and the Group will have three (3) business days (72 hours) to commit or this Agreement will become null and void.

This constitutes the entire Agreement between the Wyndham Garden San Jose Silicon Valley and **STHS IRC Group** by their authorized representatives as of the effective dates below and may not be amended or changed unless done so in writing and signed by the Wyndham Garden San Jose Silicon Valley and **STHS IRC Group**.

Approved and authorized by STHS IRC Group:

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Signature

Date

Approved and authorized by Wyndham Garden San Jose Silicon Valley:

Elliot Rumph, Sales & Catering Coordinator

Signature

Date