


SHERATON
New York Times Square Hotel

January 10, 2022

Jessica Banish
Drama Club Room Block
Phone: (859) 816-6800
Email: jessica.banish@ge.com

Reference#: M-M6QNNUE

Dear Jessica Banish,

Thank you for choosing **Sheraton New York Times Square Hotel**, located at **811 7th Avenue 53rd Street, New York, NY 10019, (212) 581-1000**, to host the Drama Club Room Block. This letter outlines the requirements we discussed for your event. We are committed to meeting your needs, delighting your guests, and providing high quality service and attention to detail during your group's stay.

Rooms Information: The Hotel agrees that it will provide, and the Cooper Drama Club intends to use, 90 room nights in the pattern set forth below:

Date	Day	King	Double/ Double	Total Rooms
04/08/2022	Fri	0	15	15
04/09/2022	Sat	0	15	15
04/10/2022	Sun	0	15	15
04/11/2022	Mon	0	15	15
04/12/2022	Tue	0	15	15
04/13/2022	Wed	0	15	15

Start Date	End Date	Room Type	Rate
04/08/2022	04/13/2022	Double/ Double	\$259.00

Hotel room rates are subject to applicable state and local taxes (currently 14.75% and a \$3.50 occupancy tax per room per night) in effect at the time of check-out.

The group room rates listed above are net non-commissionable. Cooper Drama Club will be responsible to pay any commissions due to any agency for this event. Hotel is unaware of any intermediary at time of contract signing.

Hotel is pleased to offer the Cooper Drama Club the use of an online group reservations system. A rooming list is to be provided by the meeting planner or its designee, by the Cutoff Date of **Friday, March 11, 2022**, in the Hotel rooming list format for automatic upload into the online group reservations system. The planner will be given access to make, modify or cancel reservations after the first list is uploaded and/or Hotel will publish a website for attendees to access to manage their modifications or changes themselves. Reservations must be made on or before the Cutoff Date of **Friday, March 11, 2022**, in order to be eligible for the group rate. Any reservations made after the Cutoff Date shall be at the Hotel's then current available rate.

Hotel will provide the Cooper Drama Club with information about how to access its information through the online group reservations system.

Reservations for all guests must be received on or before **Friday, March 11, 2022, (the "Cutoff Date")**. After the Cutoff Date, the hotel will release any unreserved rooms for general sale and, in the hotel's discretion, will accept reservations at the Cooper Drama Club's group rate, on a space and rate available basis.

If for any reason, you no longer need the block of rooms, please let us know as soon as possible, and we will be happy to cancel the room block, without charge to the group. The cancellation policy applicable to individually made reservations will continue to apply.

The Cooper Drama Club agrees that neither the Group nor attendees of the Event shall be authorized to resell room reservations made pursuant to this letter.

The following billing arrangements apply to guest rooms: Room and tax charges to Master Account.

Unless paid in cash, money order, or other guaranteed form of payment, all charges for the Event must be paid by credit card or company check, in which case a credit card authorization is required. The Cooper Drama Club shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by the Cooper Drama Club. The Cooper Drama Club agrees that the Hotel may charge to this credit card any payment as required under this Letter of Intent.

The Cooper Drama Club hereby acknowledges that this Event is not being held in conjunction or affiliation with any other program held at the Hotel over the Event Dates. The Cooper Drama Club's attendees will not be attending any other program currently being held at the Hotel or in the City. If the Hotel determines that another such program exists, Hotel may cancel this Agreement, and the Cooper Drama Club shall pay Hotel the Cancellation Fees listed in the Cancellation paragraph of this Agreement.

This letter 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 the Cooper Drama Club agree to cooperate with each other to ensure compliance with such laws.

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

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 Group 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.

The Cooper Drama Club 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.

Compliance with Equal Opportunity Laws: This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

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 GE 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.

Confirmation: Please confirm that this letter correctly reflects your needs and your intent to hold the Event by providing your signature below. Your confirmation must be received by **Monday, January 17, 2022**. It will be left to Hotel's discretion, based on room and rate availability, to accept this business after such date.

The Hotel's Event Manager will contact you shortly to discuss the details of your Group's stay. However, in the meantime, if you have any questions, please feel free to give me a call.

Katie Thomas
Sales Manager
Phone: 781-350-1509
Fax: 212-202-4776
Katie.Thomas@Marriott.com

Name:

Title:

Signature:

Date:



SHERATON

New York Times Square Hotel

The following outlines additional hotel policies in place at the time of booking to assist in the planning of your event. Please work directly with your dedicated Event Manager closer to arrival as hotel policies are subject to change.

KEY TO NYC: COVID-19 VACCINATION REQUIREMENT

The executive order issued by the mayor regarding vaccination requirements in New York City states that all customers, employees and vendors are required to provide proof of vaccination to be allowed entry into fitness center, indoor dining at restaurants, bars, catering/event facilities and any other indoor sit-down dining located in New York city district limits.

Proof of vaccination (with a valid form of identification) means proof of receipt of at least one dose of a COVID-19 vaccine authorized for emergency use or licensed for use by the U.S. Food and Drug Administration or authorized for emergency use by the World Health Organization. Such proof may be established by:

- A CDC COVID-19 Vaccination Record Card or an official immunization record from the jurisdiction, state, or country where the vaccine was administered or a digital or physical photo of such a card or record, reflecting the person's name, vaccine brand, and date administered; or
- A New York City COVID Safe Pass (available to download on Apple and Android smartphone devices)
- A New York State Excelsior Pass.
- Official Vaccine Record
- Children aged 5-11 to show proof of one vaccination dose for those venues.
- School children aged five and older who want to take part in sports, dance, band or orchestra activities will also have to receive at least one vaccine shot by December 14
- From 27th December, New Yorkers aged 12 and older will be required to show proof of two vaccine doses, instead of one, except for those who have received the Johnson & Johnson vaccine.
- From 27th December, The mayor announced a first-in-the-nation vaccine mandate for private-sector workers

For additional information refer the link below

<https://www1.nyc.gov/office-of-the-mayor/news/564-21/defeat-delta-mayor-de-blasio-key-nyc-vaccination-mandate-will-begin-tomorrow-august#:~:text=NEW%20YORK%E2%80%9494Mayor%20Bill%20de,Read%20the%20Executive%20Order%20here.>

NO-SMOKING POLICY

Achieving a smoke-free environment is in keeping with the Sheraton New York Times Square Hotel's focus on being environmentally friendly. In an effort to provide every guest with a comfortable, clean, fresh and healthy accommodation the Hotel has enforced a no-smoking policy in all guestrooms and public areas of the hotel. Violators of this policy may be fined up to \$250.00. Hotel will advise guests of this policy on printed materials, Hotel's website, at time of booking room reservation and at check-in.

ADDITIONAL SLEEPING ROOMS

Please note that the hotel and the reservations department will not automatically add more rooms to the block if it becomes sold out. Therefore, at any time you can request a list of guests that have booked with your group through your event manager. They can then discuss adding any additional rooms to the block (subject to the discretion/availability of the hotel). Additional rooms at the group rate are not guaranteed and are based on group availability.

PAYMENT INFORMATION

All functions choosing to pay with a credit card for an event or group room block will be charged 100% of their estimated revenue, which will be determined by the event manager. Full payment will occur fourteen (14) days prior to the event.

PARKING

Onsite Valet Parking: \$65.00 per day - no in/out privileges

Onsite Self-Parking: Operated by Park Serv LLC - Starting at \$17.00 for 30 minutes

Contact directly for pricing: (212) 397-9028

BAGGAGE HANDLING / PORTERAGE FOR GROUP ARRIVALS OF 10 OR MORE ROOMS

Currently, portage gratuities are \$10.44 per bag, round trip based on two bags per person. This charge is mandatory for all "group arrivals." A group arrival is the simultaneous arrival of ten (10) or more guests arriving via bus, van, etc., with the same group. These charges will be charged to either the main Group master account, or the master account of the "sub-Group" or "affiliated Group" that is arriving. All porterage gratuities are in effect through June 30, 2022. On July 1, an increase of 4% per year will be applied, compounded annually, in perpetuity.

IN ROOM DELIVERY CHARGE

Gifts, packages or letter envelopes for in-house guests may be delivered to the hotel guest room by a working Bell staff member. The Guest will be charged per delivery the following rates and are subject to change:

Small Item (envelope/gift bag): \$3.07 per item

Large or Personalized Item: Charges to be determined

PACKAGE RECEIVING, STORAGE AND DELIVERY

Packages should not be delivered to the Hotel more than (3) three business days prior to the Event. A list of handling and storage fees can be obtained from the hotel upon request. All packages, boxes and/or materials being sent must be communicated to the Hotel prior to delivery. The hotel will accept deliveries Monday – Saturday from 7am – 7pm and on Sundays from 7am – 3pm. The appropriate shipping label must be attached to all boxes and/or materials being sent to include the name and date of the event.

FOOD & BEVERAGE POLICIES

Menus and details for your program are due to the Hotel a minimum of 14 days prior to the group's arrival. This will ensure timely execution of details within the hotel and allow window for changes to occur. If details have not been received within this time frame, menu options may be limited. Additional labor charges may apply for services requested and event changes made within this time frame. All menu prices and items are subject to change until such a time as banquet event orders have been signed and returned.

The minimum guarantee of the exact number of persons who will attend your event. Guarantees must be submitted to your Event Manager by 12:00pm Eastern Standard Time (3) full business days prior to an event. For events occurring on Monday, Tuesday or Wednesday, Guarantees are due the previous Friday by 12:00pm. During your event, if the actual number of guests served is less than the Guarantee, you will still be responsible for the number you initially guaranteed. The Hotel will set 3% above the Guarantee, only when your Guarantee is greater than 100 guests, up to a maximum of 30 seats. The Hotel cannot guarantee that the same menu items will be served to guests above the overset. Food and beverage choices are based on availability and are at the hotel's discretion. For guarantee increases that occur within (3) business days of the event, a surcharge of 15% will be applied to the meal cost on the increase.

Labor charge for food and beverage functions with fewer than 25 guests: \$250.00 per function.

Round table seating is for (10) guests each and/or head table. Additional service charges apply for seating of less than (10) guests at each round table. Functions of less than (30) guests may be seated conference style. Formal or informal seating at guest's choice.

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel or in the event of special, pre-approved circumstances, by an approved outside caterer. Caterer must comply with all Hotel policies.

The NY State Beverage Law prohibits the service of any alcoholic beverage prior to 12 Noon on Sunday or 8:00AM on weekdays and Saturday. The legal age for the sale of alcoholic beverages is 21. Please be advised that alcoholic beverages will not be sold to persons under the legal purchase age of 21 years old. Proof of age will be required if necessary.

Applicable meal periods are allotted as follows:

- **Buffet Breakfast, Buffet Lunch and Coffee Breaks** menus and pricing are based on one hour of service. Overtime fees begin after 2.5 hours and subject to banquet server overtime fees based on event and food and beverage charges equal to contracted original function price per hour plus service charge and tax. Overtime will be applied to your account for servers at \$35.00 per hour or part thereof and bartenders at \$50.00 per hour.
- **Plated Breakfast and Plated Luncheon** menus and pricing are based on two and one half hours of service. Overtime fee begins after 2.5 hours and subject to banquet server overtime fees based on event. Overtime will be applied to your account for servers at \$35.00 per hour or part thereof and bartenders at \$50.00 per hour.
- **Receptions and Dinners** are based on the contracted schedule of events. Overtime fee begins after the end of the event based on the contracted schedule of events. There are two charges, a banquet server overtime fee based on the event and \$20.00 per person per half hour will be charged based on the final guarantee or the actual number of guest attendees, which ever number is larger.

CURRENT CATERING MINIMUM RATES

Hotel's current 2019 minimum catering selections are as follows. These prices are the 2019 prices and for guidance purposes only. Final pricing for future year(s) will be confirmed no more than 12 months prior to arrival. Annual increase of minimum 5%.

Coffee Service: \$25.00 per person

Breakfast (Continental): \$72.00 per person

Breakfast (Buffet): \$80.00 per person

Breakfast (Plated): \$76.00 per person

Lunch (Buffet): \$109.00 per person

Lunch (Plated): \$113.00 per person

Dinner (Plated): \$135.00 per person

Dinner (Buffet): \$140.00 per person

Reception (One hour, Bar only): \$36.00 per person

Reception (One Hour Bar plus 4 pieces of Hors d'oeuvres): \$72.00 per person

These quotations do not include any applicable state tax and a taxable service charge. All food and beverage served in the Hotel must be purchased from the Hotel.

FUNCTION SPACE

Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees. Based upon the figures set forth on the final program, the hotel will review function space usage and will have the right to reassign and/or release any function space as deemed necessary. The minimum revenue guarantee still applies even if function space is modified. The final agenda should be provided to the hotel no later than 14 days prior to the start of the event. The hotel has the right to reassign or release meeting space and any other space not outlined in the final agenda.

AUDIO-VISUAL SERVICES

Sheraton New York Times Square Hotel has selected Encore as our preferred Audio Visual provider, and we hope you will take advantage of our on-site partnership. Should you decide to utilize a different Audio Visual provider, please note that Encore must remain the exclusive in-house provider for all internet and network services, overhead and ground supported rigging, motorized lifts, and power distribution of any electrical service above standard wall outlets. This exclusivity includes both equipment rental and support, and is contractually required by Marriott to ensure the safety of our guests and maintain the integrity of our installed infrastructure. Additional details regarding all of these services are available in the Marriott's Policies and Procedures document, which can be provided at any time. If Encore will be required in support of your event, our on-site Encore representative can provide you with more specific pricing and planning information.

Encore owns and has exclusive rights to all rigging points in the ballrooms. Audio Visual concessions apply only when utilizing Encore exclusively.

RIGGING/TRUSS

Encore shall be the sole provider of all rigging services and truss rental at this location. All connections to the ceiling or supporting structure of the hotel must be made by Encore. Truss or crank towers must be erected by Encore. This exclusivity includes all rigging hardware, flown truss, ground supported truss, scissor lifts, equipment lift (crank towers) and associated labor.

CORKAGE FEES FOR DONATED PRODUCT

Approval is required if and when beverages are provided for any events taking place in the hotel. Minimum pricing is outlined below and may be modified under hotel discretion.

Non Alcoholic Beverages \$6.00 per opened bottle
Beer \$7.00 per opened bottle
Wine \$25.00 per opened bottle
Liquor \$75.00 per opened bottle

In addition to the above prices, a service charge on the retail price of the items will also be charged. Minimum retail price for wine and liquor will be applied at \$65 per bottle. Above listed prices are not inclusive of tax.

LABOR

Coat check is required for groups larger than 100 guests. Staffing requirements for Coat Check Attendants are 1 per 100 guests. Hotel is not responsible for the personal property left unattended in the Hotel. This includes, but is not limited to, cameras, computers, equipment, purses and coats. Please see the current coat check fees below:

\$600.00 per attendant	MINIMUM RATE UP TO 5 HOURS
\$900.00 per attendant	MINIMUM RATE UP TO 5-9 HOURS
\$1,200.00 per attendant	MINIMUM RATE UP TO 9-12 HOURS
\$1,500.00 per attendant	MINIMUM RATE UP TO 12-15 HOURS

Attendant Fees increase by a minimum of 4% each year on July 1.

Chefs attendants, bartenders, bar waiters and cashiers for banquet functions are \$375 each, per hour. Staffing requirements are 1 per 100 guests for chef attendants, bartenders and bar waiters. Staffing requirements for cashiers are 1 per 200 guests. Restrooms attendants are \$500 per attendant, up to 5 hours. A male and female attendant must be scheduled per event should this service be required.

BRANDING

All branding must be submitted for approval by hotel. Set up and removal must be done through our hotel partner (FedEx).

ADDITIONAL POLICIES

All displays, exhibits and decorations must conform to, and comply with the rules and regulations of the Hotel, the Building Codes, and Fire Ordinances, and should be free standing without attachment to walls, ceilings or floors. Fixating signage to any doors, walls, ceilings, or floors is prohibited. Signage must be printed and framed or be free standing. No handwritten signs are allowed. Signage is not allowed in any public area of the hotel including the lobby and all elevator landings. The hotel is able to hang banners and signs at an additional cost to the client.

All displays, exhibits, decorations, equipment and musicians must be delivered/enter through the Hotel's receiving entrance and/or Security Office. Delivery and arrival time must be coordinated with the Hotel in advance. All outside vendors contracted by the Client must review and sign the Hotel's established vendor guidelines and provide a Certificate of Insurance prior to the event date.



Sheraton
NEW YORK
TIMES SQUARE
HOTEL

Sheraton New York Times Square Hotel Estimate - Invoice #001

Prepared Especially For:
Drama Club Room Block
January 13, 2022

ESTIMATED EVENT PRICING PROPOSAL

Please note this is only an estimate! All prices, taxes, and service charges are subject to change.

EVENT ADDITIONS (MISCELLANEOUS/OTHER)

	Number of Items	Price Per Item	Total
Porterage (per bag, round trip)	68	\$ 10.44	\$ 709.92
Breakfast Coupons	0		\$ -
Subtotal Event Additions (Miscellaneous/Other)			\$ 709.92

GUEST ROOM NIGHTS

	Total Room Nights	Price	
4/8/2022	15	\$ 259.00	\$ 3,885.00
4/9/2022	15	\$ 259.00	\$ 3,885.00
4/10/2022	15	\$ 259.00	\$ 3,885.00
4/11/2022	15	\$ 259.00	\$ 3,885.00
4/12/2022	15	\$ 259.00	\$ 3,885.00
4/13/2022	15	\$ 259.00	\$ 3,885.00
Subtotal Guest Rooms			\$ 23,310.00
Room Tax 14.75%			\$ 3,438.23
Occupancy Tax \$3.50			\$ 315.00
Occupancy Tax -Suites \$2.00 additional			
Estimated Guest Room Total			\$ 27,063.23
Estimated Grand Total			\$ 27,773.15

