



Marriott Knoxville Downtown (herein referred to as "Hotel,") and "**North Oldham HS Volleyball**" (herein referred to as "Group,") hereby agree that the number and type of rooms herein shall be held for the Group at the rates set forth below, pursuant to this agreement.

North Oldham HS Volleyball"	August 6, 2024
North Oldham HS Volleyball"	Marriott Knoxville Downtown
Brian Jones	Justin Daly
Goshen, KY 40026	525 Henley Street Knoxville, TN 37902
606.872.0904	865.934.2991
Brian.Jones@anchorage.kyschools.us	justin.daly@marriotthotels.com

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, the room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Room Type	Rate	8/23/2024	8/24/2024
		Friday	Saturday
Double King	\$189	11	11

All room rates are net and are subject to state, city and county taxes, which are currently 17.25%. These taxes are subject to change without notice. The rate does not include meals.

Parking:

Valet parking is only available at the prevailing rate, currently \$35.00 per vehicle per day for in-house guests.

Group Parking: Group will be dropped off and will not require overnight parking; if they do, standard parking rates apply

Reservation Method: Rooming List

Rooming List Reservations:

Group shall provide a rooming list submitting attendee names on or **before the designated cut-off date**. The rooming list must indicate full names of guests, arrival/departure dates, type of accommodations requested, method of payment and pairing for shared rooms. Room types are restricted to accommodations contracted above. Hotel shall make reasonable efforts to accommodate requested changes and is subject to availability.



Payment Procedure for Guest Rooms:

The payment method for guest rooms shall be: **Group will be responsible for room rates and taxes for all attendees. Incidentals will be charged to the individual guest.**

A credit card must be provided to guarantee rooms.

All guestrooms are guaranteed for late arrival. Cancellation of an individual's reservation must be made at least 48 hours prior to arrival to avoid a charge of the first night's room and tax.

No-shows will forfeit the full room revenue for the dates of the reservation.

Guest Room Attrition:

Should actual occupied room nights used by Group fall below 90% of the Total Room Block, Group shall be responsible for the difference between the total expected revenue from 90% of the Total Room Block and the actual revenue from paid occupied room nights within the contracted block that the Group yields. This would be calculated by subtracting the number of actualized paid room nights within the contracted block from the Expected Room Block.

Liquidated Damages resulting from Group attrition are subject to all applicable taxes and fees. The Hotel reserves the right to reduce concessions proportionate to attrition reductions.

Cut-off:

All rooms will be held until **11:59PM on 8/12/2024**. At that time, any unused portion of the Total Room Block will be returned to the Hotel's inventory for sale to the general public. Hotel can only continue to accept reservations at the official Event rate after the cut-off date based on space and rate availability. The return of rooms to inventory following the Cut-Off Date will not negate the Group's responsibility to utilize those rooms pursuant to the terms of this contract and pursuant to the attrition and cancellation clauses herein.

Check-in/Checkout:

The Hotel check-in time is 4:00PM and the Hotel checkout time is 11:00 AM.

No Rooms Transfer by Guest:

Group nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Group reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

Cancellation Clause:

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel's harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

Date of Signing to 180 days prior to arrival	25% of estimated contracted revenue
179 days to 90 days prior to arrival	50% of estimated contracted revenue
89 days to 60 days prior to arrival	75% of estimated contracted revenue
59 days to date of arrival	100% of estimated contracted revenue

Force Majeure:

Either party may cancel the Agreement without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, curtailment of transportation that prevents at least fifty percent (50%) of the attendees from attending the peak night of the Room Block, to the extent that the above described event(s) or circumstance(s) makes it illegal or impossible



for Hotel to provide, or for Group in general to use, the premises of Hotel. The Agreement cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or budget cut. Either party that wishes to cancel the Agreement pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation within ten (10) days after learning about such event or circumstance. This provision shall not, however, relieve either party from using its reasonable commercial efforts to avoid, remove or mitigate such force majeure event and to continue performance with reasonable dispatch whenever such causes are removed. If the Agreement is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

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 Hotel to provide, or for groups in general to use, the 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.

Overbooking of Hotel:

If Hotel is unable to provide a guest room to an event attendee holding a confirmed reservation, Hotel will provide to attendee for the night's attendee is not accommodated:

- 1) arrangements for accommodations at a comparable nearby Hotel and payment of room and tax for one night's accommodations.
- 2) free transportation for attendee to and from Hotel and Hotel where guest is staying.
- 3) priority reservations for the first available room at the Hotel the next night.
- 4) one long distance phone call of 10 minutes or less in length to notify family/work of change of location.

Group's property:

Group agrees and acknowledges that Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guest rooms or items kept in Hotel's safe. Accordingly, group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this agreement.

Insurance and 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. Damage to the Hotel premises by the group or appointed contractors will be the group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, 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. 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, form 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.



The Hotel shall indemnify, defend and hold harmless the group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the group's or its members', agents', employees' or exhibitors' negligence. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "claims") arising out of or caused by the group's negligence and/or its members', agents', employees', independent contractors' or exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Master Account Billing Arrangements:

Credit card authorization:

Signed credit card authorization forms must be received at time of contract signing. Credit cards will be pre-authorized five (5) days before the event for any remaining estimated costs not covered in the deposit schedule, plus contingency to cover add-ons.

Split payments to override the daily maximum credit limit cannot be processed. The final invoice will be completed within ten (10) days after the event. The balance will be charged / refunded to the credit card at that time.

Dispute resolution:

This agreement will be interpreted in accordance with the laws of the state of Tennessee and the exclusive venue for any dispute arising out of this agreement shall be in Knox county. The prevailing party to litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings. **To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this agreement.**

Entire agreement:

Agreement and any exhibits hereto constitute the entire agreement between the parties and supersede any previous communications, representations or agreements, whether written or oral. Any changes to this agreement must be made in writing and signed by authorized representative of each party.

Right of Hotel to terminate:

If any information provided by group to Hotel regarding group's financial status, its activities, purpose or other material information about group changes or is incorrect, Hotel may terminate this agreement in whole or part and group will be liable for all payments due.

Right of inspection/entry:

Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of group's guests and invitees must immediately vacate the meeting room premises. In such event, group will remain liable for all fees and charges related to the function pursuant to the terms of this agreement.

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.

Compliance with equal opportunity laws:

This section describes Hotel'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.

Hotel 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.

Hotel (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, 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, national origin, protected veteran status or disability.**

Hotel 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, Hotel 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.

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.

Litigation expenses:

The parties agree that, in the event litigation relating to this agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

Signs and displays/use of Hotel name:

Group shall not display signs in Hotel and group may not use Hotel logo/name on any promotional brochures or ads without written approval of the general manager and director of sales of Hotel. Group shall not use any tacks, nails, staples or other intrusive methods of posting material. Hotel's engineering department may be contracted to safely and correctly hang/adhere all signage, resulting in a cost to the group. Any damages caused by group or group affiliates hanging/adhering signage themselves will be billed to group.

Miscellaneous:

The persons signing this agreement for Hotel and group each warrants that they are authorized to bind the Hotel and group, respectively. Any provision of this agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to



comply with the provisions of this agreement.

No assignment:

Group may not assign or transfer this agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by group without such consent may, at the option of Hotel, be deemed to be a cancellation of this agreement by group, in which case group shall remain liable for all cancellation charged set forth herein.

Rewards program – qualified for rewarding events:

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.

The rewarding events program is only available to qualified Marriott rewards program members. Rewarding 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 non- U.S. SOE.

In addition, rewarding events is available only if group’s own policies permit the member identified below to receive rewarding events points or airline miles for the event.

The number of points or airline miles to be awarded shall be determined pursuant to the rewards program terms and conditions, as in effect at the time of award. The rewards program terms and conditions are available on-line at marriottrewards.com, and may be changed at the sole discretion of the rewards program at any time and without notice.

The member identified below to receive either points or airline miles may not be changed without such member’s prior written consent. By inserting the airline mileage account information, the member elects to receive airline miles rather than points. All rewards program terms and conditions apply.

Group must check one option below:

The contact (as identified on page 1 of this agreement or the authorized signer of this agreement) certifies that she/he is qualified to participate in the rewarding events program for the event.

Member name _____ Marriott Rewards Number _____

* If airline miles are desired instead of rewarding events points, please also provide:

Frequent flier airline miles account number _____ Airline name _____

Or

The contact (as identified on page 1 of this agreement or the authorized signer of this agreement) declines or is not qualified to receive rewarding events points or airline miles, and hereby waives the right to receive an award of points or airline miles in connection with the event.

Adjustments to concessions

In the event of reductions in the room night commitment of more than 20%, 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.



Acceptance

When presented by the Hotel to Group, this document is an invitation 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 the Hotel otherwise notifies group at any time prior to execution of this document, the outlined format and dates will be held by the Hotel for group on a **first-option basis until (5) five days from agreement date above**.

If group cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

Any handwritten changes to this document will not be binding unless initialed by authorized representatives of both parties.

Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

IN WITNESS WHEREOF,

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in manner and form sufficient to bind them effective as of the last date identified below.

Marriott Knoxville Downtown

GROUP NAME

SIGNATURE: _____

SIGNATURE:  _____

PRINTED: Justin Daly

PRINTED: Jason Radford, Superintendent

DATE: 8/6/24

DATE: 8.7.2024