

# 2021 WA TIMBERS FC GROUP AGREEMENT

Homewood Suites by Hilton Vancouver/Portland  
701 SE Columbia Shores Blvd | Vancouver, WA 98661

Date Prepared: September 3, 2021

This **Group Sales Event Agreement** ("Agreement") is by and between **WA TIMBERS FC** ("Group" or "you" or "your(s)") and **Homewood Suites by Hilton Vancouver/Portland** (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Sean Janson	Name of "Event":	2021 Men's College Showcase & ID Camp
Company Name:	WA Timbers FC	Date(s) of Event:	12/10/2021 – 12/11/2021
Address:	1500 NE 192nd Avenue	Hotel Contact:	Kenzie Hernandez
City, State, Zip:	Vancouver WA 98684	Title:	Sales Coordinator
Phone:	(360) 931-5632	Phone:	360-750-1100 Ext. 511
Email:	sean.janson@washingontimbers.com	Email:	khernandez@vhosp.com

## ROOM BLOCK AND SLEEPING ROOM RATES

We are pleased to confirm the following block of rooms reserved and the special negotiated meeting/convention rates:

### WA TIMBERS FC Room Rate: \$153

Thursday	Friday	Saturday	TOTAL
12/09/2021	12/10/2021	12/11/2021	
20	20	20	60

The above quoted cost include up to two adults, children stay free. There is an additional person charge of \$10 per a night for each additional person staying in the guestroom.

## TOTAL SLEEPING ROOM NIGHTS RESERVED: 60

Sleeping room rates as noted in the "Room Block" above are **net, non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments.

## REBATE OR SUBSIDY

The Hotel will pay **\$15** for each sleeping room night actually occupied and paid for by your attendees that was reserved as part of the established Room Block at the negotiated convention/meeting rates contained in this Agreement to **WA TIMBERS FC** for the purpose of **defraying costs**. This payment will be made by Hotel after receipt by the Hotel of full payment for the Event.

## TAXES

In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is 8.5%, hotel occupancy tax rate is 2%, and suite tax is 10.5%.

## CUT-OFF DATE

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than the date of **11/18/2021**.

This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group **if you pay for such rooms in full at that time OR if you guarantee payment of such rooms to the Master Account**. If you have not guaranteed or prepaid such rooms, you

agree that Hotel may offer unused sleeping rooms held in your Room Block to other customers to reduce Hotel's losses. Advance payments will be refunded by the Hotel after your Event dates if rooms you paid for in advance were later paid for by your attendees. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability of contracted room type(s) and at the Hotel's prevailing rates.

#### **CHECK-IN / CHECK-OUT TIME**

Our check-in time is 3PM, check-out time is 12PM. All guests arriving before 3PM will be accommodated as rooms become available. Our staff can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

#### **ROOM RESERVATIONS**

We understand room assignments will be made directly with the Hotel room reservation department by calling our toll-free number **360-750-1100**. In doing so, please ask your attendees to request the negotiated convention/meeting rate for **WA TIMBERS FC GROUP**.

#### **GUEST PAYMENT ARRANGEMENTS**

It is our understanding that all individuals who attend your Event will be responsible for their own room, tax and incidental charges. Incidental charges must be paid in full prior to the guest's departure, with individual credit being established upon check-in.

#### **INDIVIDUAL RESERVATION CONFIRMATION**

To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event. Major credit cards are acceptable to confirm the reservation. Should you secure sleeping rooms on behalf of your guests with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Individual reservations must be cancelled 48 hours before arrival, or 1 nights room and tax will be charged to the credit card on file for that specific reservation.

#### **IMPOSSIBILITY**

If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party within ten (10) days of the occurrence.

#### **INDEMNIFICATION**

To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless the Hotel, Hotel Management Company, and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of (i) the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, or attendees, or (ii) a violation or breach of any of the terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

The party found to be at fault or responsible for any Claim will be required to indemnify the other party as provided in this section. To the fullest extent permitted by law, the parties agree that a comparative negligence standard will apply to any Claims and each party will be responsible for paying for the portion of the total Claims attributable to its fault. In the event of a settlement of any Claim, expenses will be allocated proportionately based upon the amount paid by each party.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

#### **GOVERNING LAW**

The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

**DISPUTE RESOLUTION**

The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

**ATTORNEY'S FEES / COSTS**

The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.

**ENTIRE AGREEMENT / AMENDMENTS / CHANGES**

This Agreement upon signature by both parties below, together constitute the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by both Hotel and Group; provided, however, that this Agreement includes all signed or unsigned Event Orders issued by us for this Event and that your final guarantee of attendance may be made by phone.

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period).

For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

- (a) Communications sent via U.S. Mail or private mail delivery service (*i.e.*, Fed Ex) or email will be effective as of the date sent; or
- (b) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic "signature block" identifying the sender, do not constitute signed writings for purposes of this Agreement.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**ACCEPTED AND AGREED TO:**

**GROUP:  
WA TIMBERS FC GROUP**

**HOTEL:  
RBVH Vancouver d/b/a Homewood Suites by  
Hilton Vancouver / Portland  
By Vesta Hospitality, Managing Agent**

By: \_\_\_\_\_  
Sean Janson

By: \_\_\_\_\_  
Kenzie Hernandez, Sales Coordinator

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_