

December 17, 2019

Audrey Wight Koester
Hill Country Cloggers

Dear Audrey,

Thank you again for choosing the Hilton Garden Inn, Troy and *The* Rensselaer Banquet and Conference Facility as host for your **Hill Country Cloggers on 12/6/2020**. I am very excited to be working with you on this event!

Attached is a contract for the event, reflecting the details as I understand them, and the rates that we discussed. Please review it and be sure to call me with any questions. Once everything is correct, please sign each page and return the entire document to my attention by **12/31/2019**.

Audrey, thank you again. We are looking forward to welcoming your group to our facility.

Best Regards,

Kailee Marafito
Catering Sales Manager

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
12/6/2020	12:00 PM	5:00 PM	Dance	Ferris Grand Ballroom	Special Set Up See BEO Notes	50	Waived
12/6/2020	1:00 PM	3:00 PM	Lunch	Ferris Grand Ballroom	Special Set Up See BEO Notes	50	Waived

****All menu prices and room rental fees are subject to a 20% house administrative charge and all applicable sales taxes. The 20% administrative charge is paid to and retained by the house***

Any decorations which you desire will require advance approval by the hotel. No decorations of any kind may be affixed to the walls or ceiling without prior consent. Confetti and/or glitter is not allowed under any circumstances. The guest is responsible for the removal of all guest supplied decorations and property from the hotel at the conclusion of the event.

*The group agrees to a minimum banquet food and beverage expenditure of **\$850.00**, exclusive of service charges and tax. If the group does not meet this minimum, the balance will be posted to the group's master bill as room rental.*

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DEPOSIT & PAYMENT

To confirm this event space, please sign and return this document, along with a non-refundable **\$250.00** deposit, by **12/31/2019**. Payment arrangements will need to be made to either direct bill the master billed charges or pay in advance via certified funds. Please see the attached direct billing application or confirm alternate payment with the Hotel, with the signed contract.

FOOD/BEVERAGE SERVICE

Client may not bring into the hotel any alcoholic beverages purchased outside of Hotel. The Client must obtain prior written approval from Hotel before bringing in any food or non-alcoholic beverages from outside sources. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in the Hotel function space regardless if Hotel labor is required.

LIABILITY

The Hotel reserves the right to inspect and control all events. Liability for damages to the premises or equipment will be charged accordingly. The Hotel does not assume any responsibility for the personal property and/or equipment brought onto the premises. The Hotel may request that the event sponsor obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight in the Hotel, or when an event is deemed to present a potential crowd control issue. The client is responsible for and shall reimburse the Hotel for any damage, loss, or liability incurred by the Hotel by or from any of the Client's guests, and/or any persons contracted by the Client to provide any goods or services before, during, and or after the event contracted for in this agreement. In no event shall the Hotel be liable for consequential damages of any nature for any reason whatsoever.

The Client is responsible for the arrangements and all expenses involved with the shipping of materials, merchandise, exhibits, and any other items the Client arranges to move to and/or from the Hotel. The Hotel must be notified in advance of shipping arrangements to ensure proper acceptance of these items upon arrival at the Hotel. The Hotel is not responsible for lost or stolen items.

CHANGES – ADDITIONS – MODIFICATIONS

All changes, additions, deletions, or stipulations, including the corrective lining out of this contract, by either the Hilton Garden Inn, Troy and *The Rensselaer* Banquet and Conference Facility or the **Hill Country Cloggers** will not be considered agreed to or binding upon the other party unless such modifications have been initialed by both parties or otherwise approved in writing by both parties. If for any reason, the space reserved in this contract is not available for the function, the Hotel may substitute, therefore, other space of comparable quality. The client agrees to accept such substitution.

CANCELLATION POLICY**Acts of God Cancellation**

Neither party should be responsible for any failure of performance due to strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, hotel operation, commodities or supplies, acts of war or acts of God, natural disaster, or other declared national emergency that makes performance of this Agreement inadvisable and/or illegal and makes it impossible to provide the facility for the **Hill Country Cloggers** to hold the event.

The Agreement may only be terminated for any one or more of the above reasons by written notice from one party to the other. However, there shall not be the right of termination for the sole purpose of holding this Event at another facility and/or for the sole purpose of booking another Event.

If events beyond the reasonable control of the Parties, including but not limited to, acts of God, war in the United States, strikes, terrorist attacks in the city in which the Hotel is located, or curtailment of transportation either in the Conference City or in the countries/states of origin of the attendees, which prevents at least 40% of the attendees from arriving for the first scheduled day of the event, make it impracticable, illegal, or impossible to perform as originally contracted under this Agreement, the affected party may terminate this Agreement, without liability, upon written notice.

EVENT CANCELLATION

Should circumstances cause a cancellation of the events contracted in this agreement after such time as the agreement has been executed, the following liquidated damages will be assessed and payable on the date of cancellation:

Days prior to event	Liquidated Damages %
120	25% of total estimated revenue
90	50% of total estimated revenue
60	75% of total estimated revenue
less than 60	100% of total estimated revenue

Estimated revenue shall be the charges for those rentals, goods, and services as specified in this contract.

INDEMNIFICATION

To the extent permitted by law, the Client agrees to protect, indemnify, defend and hold harmless the Hotel, and the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the hotel. The Client represents and warrants that activities conducted at the Hotel and in connection with the function shall not infringe on the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party. In no event shall the Hotel be liable for consequential damages of any nature for any reason whatsoever.

AMENDMENTS

The Hotel and Client agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both the Hotel and Client, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by the Hotel for this and related events.

APPROVAL

Please initial each page, sign this last page and return **ALL** pages of this agreement by **12/31/2019**, along with the **\$250.00 deposit**. A signed original will be returned for your file. This agreement will constitute a binding contract between both parties. The parties hereby warrant that their representatives listed below have the full power and authority to enter into and bind each party to the agreement. If this agreement is not received by the above date, all rooms and space referred to herein will be released, and neither party will have further obligations under this Agreement

Client Signature: _____ Date: _____

Audrey Wight Koester

Hill Country Cloggers

Hilton Honors #: _____

Hotel Signature: _____ Date: _____

Kailee Marafito, Catering Sales Manager