



SHERATON

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Austin Georgetown Hotel & Conference Center, 1101 Woodlawn Avenue, Georgetown, TX, 78628, (737) 444-2700 and Williamson County Animal Shelter.

ORGANIZATION: Williamson County Animal Shelter
CONTACT:
Name: April Peiffer
Job Title: Community Programs Coordinator
Street Address: 1101 Woodlawn Ave
City, State, Postal Code: 1855 SE Inner Loop Georgetown, TX 78626
Country/Region: USA
Phone Number: (512) 748-3187
E-mail Address: april.peiffer@wilco.org

NAME OF EVENT: Wilco Fur Ball 2022
REFERENCE #: [REDACTED]
OFFICIAL PROGRAM DATES: Saturday, 11/05/2022

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Williamson County Animal Shelter, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Function Space
11/05/2022	Sat	8:00 AM	6:00 PM	Set Up	Rounds of 10	1	TBD (guaranteed minimum of 8,000 sq. ft.)
11/05/2022	Sat	6:00 PM	11:00 PM	Dinner	Rounds of 10	300	TBD (guaranteed minimum of 8,000 sq. ft.)

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 8.25%) and service charge (currently 25%) in effect on the date(s) of the event. Hotel reserves the right to adjust function space in direct proportion to any changes in the number of attendees.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Williamson County Animal Shelter with the following special concessions:

- Reduced food & beverage minimum of \$12,000
- Complimentary stage (based on hotel inventory) and parking for event attendees (based on availability)
- Complimentary linenless tables, chairs, china, cloth napkins, and votive candles
- Complimentary signage directing attendees to event space
- Dedicated events specialist to be at your service throughout the planning process
- Discounted beer, wine and liquor drink tickets at rate of \$7 each (plus tax and service charge)
- Discounted plated three course dinner menu at reduced rate of \$45 per person (plus tax & service charge) to include:
 - Chef's choice plated salad
 - Chef's choice plated chicken entrée with starch and vegetable
 - Chef's choice plated dessert
 - Warm freshly baked rustic rolls & sweet butter
 - Iced tea, ice water, Starbucks® regular and decaffeinated coffee, assorted Tazo® teas and condiments

MASTER ACCOUNT

Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

METHOD OF PAYMENT

Full prepayment of the estimated Master Account charges must be received by November 2, 2021.

PAYMENT BY CREDIT CARD OR COMPANY CHECK

If Williamson County Animal Shelter wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Williamson County Animal Shelter 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 Williamson County Animal Shelter.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

ADVANCE PAYMENT

An advance payment of \$250 will be required in order to hold arrangements on a definite basis. This advance payment is due on August 27, 2021 and will be credited toward the Master Account.

ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Deposit/Payment Amount	Time Frame
\$250	August 27, 2021
\$3,750	July 8, 2022
\$4,000	September 9, 2022
\$4,000	October 7, 2022
Remaining estimated balance	November 2, 2022

All Deposits are subject to cancellation fees. Payments are to be made by check, approved credit card or cash. If payment is made within 30 days of event, payment must be made by cashier's check, approved credit card or cash. Additionally, a Credit Card Agreement will be required to guarantee above deposits and payment of any additional charges incurred during the Event. There may be a Credit Card Hold of \$1,000.00 for any additional charges incurred during the event. If no additional expense is incurred, the credit card hold will be released after billing has been reviewed by the accounting department.

NO EXHIBITS

Hotel understands Williamson County Animal Shelter's program does not involve the use of exhibits or display material.

DAMAGE TO FUNCTION SPACE

Williamson County Animal Shelter agrees to pay for any damage to the function space that occurs while Williamson County Animal Shelter is using it. Williamson County Animal Shelter will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Williamson County Animal Shelter and its attendees.

FACILITY FEES

Based on Williamson County Animal Shelter's requirements, Hotel's function space fees would be \$10,000. Based upon the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement, the Hotel will waive these fees.

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT

Williamson County Animal Shelter agrees to a minimum banquet food and beverage revenue of \$12,000, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). If the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, fifty percent (50%) of the difference will be posted to the Master Account. Hotel will confirm the food and beverage prices 30 days prior to Williamson County

Animal Shelter's arrival date. Williamson County Animal Shelter shall provide Hotel with no less than 72 hours prior to the first scheduled function advance notice of the date(s), time(s), and number of covers with respect to each function it wishes to schedule for the Event.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION

Williamson County Animal Shelter agrees that it will provide a Minimum Banquet Food and Beverage Revenue of \$12,000 (exclusive of applicable service charges and taxes) for the Event.

In the event of a group cancellation occurring from the Date of this Agreement to four (4) business days prior to the Event(s), liquidated damages in the amount of forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation within three (3) business days of the Event(s), liquidated damages in the amount of one hundred percent (100%) of the Minimum Banquet Food and Beverage Revenue and Total Meeting Room Rental will be due, plus applicable taxes.

CANCELLATION

The payment made by Williamson County Animal Shelter at the time of Cancellation will be reduced by any previously paid non-refundable deposit.

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.

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 Williamson County Animal Shelter agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Williamson County Animal Shelter 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.

DISPUTE RESOLUTION

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

LIQUOR LICENSE

Williamson County Animal Shelter understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

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.

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.

Williamson County Animal Shelter 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.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel’s present in-house equipment to the point of requiring rental of an additional supply to accommodate Williamson County Animal Shelter’s needs. If such special setups or extraordinary formats are requested, Hotel will present Williamson County Animal Shelter two (2) alternatives: (1) charging Williamson County Animal Shelter the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

TECHNICAL SERVICES

Encore is Hotel’s preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel’s and Encore’s equipment and expertise, a fee of \$1,000 will be charged if Williamson County Animal Shelter selects such a provider.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Williamson County Animal Shelter requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Williamson County Animal Shelter wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Williamson County Animal Shelter must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Williamson County Animal Shelter, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Williamson County Animal Shelter will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Williamson County Animal Shelter may use or request to be used at the Hotel.

TAX EXEMPTIONS

If Williamson County Animal Shelter maintains tax exempt status, Williamson County Animal Shelter must provide Hotel with a valid tax exemption certificate(s) by October 1, 2022 in order to be exempt from tax charges. Group acknowledges that individual attendees do not qualify for tax exemptions.

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 Williamson County Animal Shelter 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.

*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

ACCEPTANCE

When presented by the Hotel to Williamson County Animal Shelter, this document is an invitation by the Hotel to Williamson County Animal Shelter to make an offer. Upon signature by Williamson County Animal Shelter, this document will be an offer by Williamson County Animal Shelter. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Williamson County Animal Shelter at any time prior to Williamson County Animal Shelter's execution of this document, the outlined format and dates will be held by the Hotel for Williamson County Animal Shelter on a first-option basis until August 27, 2021. If Williamson County Animal Shelter 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.

Upon signature by both parties, Williamson County Animal Shelter and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Williamson County Animal Shelter:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: Kristin Sisk-McAllister

Title: Catering Sales Executive

Signature: _____

Date: _____

