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| **LETTER OF AGREEMENT** |

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| --- | --- |
| **Prepared Date:** |  |
| **Event Name:** |  |
| **Organization:** | **Hotel:** Pullman Land, LLC dba Courtyard |
| **Contact Name:** | **Hotel Contact:** Jaci Kajfas |
| **Title:** | **Title:** Sales Manager |
| **Address:** | **Address:** 1295 NE North Fairway Road **|** Pullman WA 99163 |
| **Email:** | **Email:** Jaci.Kajfas@Marriott.com |
| **Phone:** | **Phone: 509.332.7288** |

This Agreement (“Agreement”), between [insert Organization] (“Group”) and the Pullman Land, LLC dba Courtyard Pullman (“Hotel”) confirms the arrangements and obligations the parties entered into by this Agreement. Pullman Land, LLC dba Courtyard Pullman has made an offer to host [EVENT] for the Group, the details of which are outlined below:

**GUEST ROOM COMMITMENT/GROUP ROOM RATES:** The Hotel agrees that it will provide, and Group agrees that it will be responsible for utilizing, # room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **Single/Double** | **Day of Week** | **Day of Week** | **Day of Week** | **Day of Week** | **Day of Week** |
| **ROOM TYPE** | **ROOM RATE** | **Date** | **Date** | **Date** | **Date** | **Date** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
| **TOTAL** |  |  |  |  |  |  |

The above net, non-commissionable room rates are subject to applicable state and local taxes (currently 9.8%) that are in effect at the time of check-out. Taxes are subject to change. Any damage to walls, floors, hotel equipment or furniture is the responsibility of the client company and will be charged accordingly.

**PAYMENT PROCEDURE:** Room and Tax to: { } *Master* {} *Individual*

Incidentals to: { } *Master*  {} *Individual*

**PAYMENT OF MASTER ACCOUNT:**

{ } Direct Bill

{ } Credit Card Type: (If WSU Department has a Purchasing Card Exception)

Card information will be provided by telephone

**METHOD OF RESERVATIONS:** Please Choose: [ ] individual [ ] room list

*Individual Reservations*: Reservations for the event will be made by the individual attendee directly by on-line reservation link or group code, to be provided by Hotel upon execution of the agreement, or by calling the Hotel at 1-509-332-1500. Attendees should identify themselves by the Group code and or the EVENT Name to receive the group room rate.

*Rooming List:* Reservations for the Event will be made via rooming list. All reservations must include the guest’s first and last name, e-mail address, arrival and departure dates, room type request, and special requests; indicate any persons sharing room if applicable.

If reservations are to be guaranteed by the Group, a master Group account must be established and approved prior to arrival.

**CUT OFF DATE****:** In order for attendees to receive the Group room rate, reservations must be received no later than XX/XX/XX (“Cut-Off Date”). At the Cut-Off Date, Hotel will release any unreserved rooms into general sale and will determine whether it will accept additional reservations at the Group rate.

**NO SHOW CHARGE:** Individual guaranteed reservations that “no show” will forfeit one night room and tax to be charged to guarantee credit card. For reservations guaranteed by the Group Master, a one night’s room and tax charge will be posted to the Group Master for each “no-show” reservation. All guaranteed reservations are held for one night (without occupancy) and not for the entire length of stay. Once that reservation is counted as a “no-show” or as part of the room’s attrition, the room will be released back for general sale.

**COURTESY BLOCK TERMS:** The Hotel is holding the above group room block until the cut-off date indicated above as a courtesy to the Group without the obligation by Group for attrition or cancellation. Group agrees to promote Hotel to its attendees as the preferred Hotel for guest reservations. Hotel will periodically review the number of reservations made prior to cut-off date to anticipate the likelihood of Groups utilization of all rooms. If the Hotel determines that it is unlikely that Group will utilize all rooms and the Hotel is anticipating a 90% or more occupancy. Hotel may at its discretion elect to decrease the block to make rooms available for general sale at prevailing rates. Hotel will notify Group in advance if it elects to exercise this option and offer Group first right of refusal to secure remaining rooms via a non-refundable one nights room and tax deposit.

**CHECK-IN / CHECKOUT:** Check-in time is any time after 3:00 PM. Guests arriving before 3:00 PM will be accommodated, as rooms become available. Checkout time is 12:00 PM.

**BILLING ARRANGEMENTS:** Please choose: [ ] credit card authorization [ ] direct bill (pre-approved)

*Credit Card or Company Check:* Group has indicated that it will be paying its obligations to the Hotel via credit card or Organizational check.  If the Group wishes to pay by credit card, the Group shall provide Hotel with credit card authorization information at time of signature of this agreement. Group agrees that the Hotel may charge to this credit card for any payment as agreed upon and outlined in this agreement immediately following Groups departure.  If the Group will be paying by check the group must provide payment of the estimated total of all charges due within thirty (30) days of receipt of invoice following Groups departure. If Group requests payment by credit card, the credit card information must be submitted to Hotel’s Accounting Department.

*Direct Bill*: Final payment of the total amount due to the Hotel will be paid in full, within thirty (30) days of presentation of invoice. Interest will be charged thereafter on the outstanding total amount due.

**CANCELLATION:** Individual reservations with Marriott have a 48 hour minimum.

**INDEMNIFICATION AND IMPOSSILBITY**: To the extent permitted by the State of Washington Self-Insurance Liability Program (RCW 43.19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq), you agree to protect, indemnify, defend and hold harmless the Hotel, its Owners and their respective employees and agents against any and all claims, losses, or damages to persons or property, governmental charges or fines and costs, arising out of or connected to your functions, except to the extent arising out of the negligence, gross negligence or willful misconduct of the Hotel. You further agree to obtain and keep in force General Liability Insurance covering the event described in this contract.

Notwithstanding anything in this Agreement to the contrary, the parties expressly acknowledge and agree (1) WSU’s liability and indemnification obligation hereunder is limited to liability for/ indemnification for negligent acts of WSU, its employees, officers, agents, and registered volunteers in the performance of their official WSU duties in good faith under this Agreement, and is subject the coverage limits (as to type and amount) as described in the State of Washington Self-Insurance Liability Program and the Tort Claims Act, and (2) WSU will only provide a defense to Hotel if the Office of the Attorney General of the State of Washington determines that (a) coverage for the costs of the same are within the scope of the coverage afforded to WSU by the State of Washington Self-Insurance Liability Program and the Tort Claims Act, or (b) that notwithstanding a lack of coverage for such defense costs, it is appropriate and advantageous to WSU and the State of Washington to do so.

**COMPLIANCE WITH LAW:** To the extent not inconsistent with the laws and policies applicable to Group as an agency of the State of Washington and an institution of higher education, 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.

**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.

**IMPOSSIBILITY OF PERFORMANCE:** This agreement will terminate without liability to either party if substantial performance of either party’s obligation is prevented by an unforeseeable cause reasonably beyond that party’s control. Such causes include, but are not limited to, acts of God; acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, curtailment of transportation facilities, or any other emergency making it illegal, or otherwise impossible to provide the facilities of the services or to hold the meeting. Any delay in necessary and essential construction or renovation of the Hotel; strike, lockout, or work stoppage or other restraint of labor, either partial or general from whatever cause.

**ACCEPTANCE:** Only upon signature of this document by all parties will this document constitute a binding agreement and represents the entire offer to the Group. Unless the Hotel otherwise notifies Group at any time prior to Group’s execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis. Departments are to notify Hotel of acceptance and entrance of agreement to WSU Contracts Department so to secure blocks by (one week after preparation date). If Group cannot make a commitment prior to that date, this offer will revert to a second-option basis or, at the Hotel’s discretion, the arrangements will be released, in which case neither party will have any further obligations.

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

**AUTHORIZED SIGNATURES:**

**Approved and authorized by Group:**

Name: (Print)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: (Print) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: (Sign) Date:

**Approved and authorized by Hotel:**

Name: Jaci Kajfas | Sales Manager

Signature: (Sign) Date: