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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. The Pullman Land, LLC dba Courtyard Pullman has made an offer to host [EVENT] for the Group, the details of which are outlined below:

­­­­­­­­­­­­­­­**FUNCTION SPACE OUTLINE:**

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| Day | Date | Start | End | Function Type | Set-up | Room QTY | ATTD | Cost |
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Materials, posters, signs or literature may not be affixed to any meeting room or guestroom wall or corridor without written permission from the hotel management team prior to the event. No confetti or glitter is allowed. Any damage to walls, floors, hotel equipment or furniture is the responsibility of the client company and will be charged accordingly.

All Food and Beverage must be arranged through the Hotel via a licensed caterer. Per Washington State Health Department code, all food items have duration of 2 hour display time. All items will be pulled and destroyed thereafter. For safety of our patrons, there will be no repurposing or repackaging (i.e. To-go) of any food items at any time. No catering food should leave the meeting room at any time. Dessert exceptions will be allowed on a case by case basis.

FOOD AND BEVERAGE MINIMUM: Breakfast $10 per person | Lunch $10 per person | Dinner $20 per person | Non Alcoholic Beverage Only $2 per person | Bar Consumption $250

FOOD AND BEVERAGE GUARANTEE: Function rooms are assigned by Group’s estimate of the number of persons anticipated. The Group’s final guaranteed number of persons attending is **due one week prior to the event**. The Group must specify the guarantee for all functions involving food; otherwise your estimated number will be used for Group’s guarantee. The Hotel will prepare for 5% over the guarantee and charge for the actual number attending, or the guaranteed number, whichever is greater.

**The Group’s menu selection must be made at least 2 weeks prior to event start date**. Catering menu provided by hotel requires minimum dollar spend amounts based on menu item. Group is responsible for covering the required minimum for the selected menus.

All minimum spends are subject to appropriate taxes at time of consumption (currently 7.8%) and service charges of 20%. If the food and beverage minimum is not met, Hotel will charge the minimum difference and the appropriate taxes and service charges to the Group.

**TECHNICAL AND AUDIO-VISUAL SERVICES:** Residence Inn sales and operations team will assist with basic set up needs for the audio-visual system that is on premise with advance notification. This system works best with PC products and HDMI. MAC/Apple products and adapters are not consistently compatible. The Residence Inn is not responsible for set up with non-compatible equipment.

**UNATTENDED ITEMS/ADDITIONAL SECURITY:** The Hotel cannot ensure the security of items left in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. All security personnel to be utilized during the Event are subject to Hotel approval.

**USE OF OUTSIDE VENDORS:** If Group wishes to hire outside vendors to provide any services at Hotel during the Event, Hotel may, in its sole discretion, require that such vendor provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance. At no time may the Group bring in an outside food and beverage vendor on to the Hotel premises.

**LIQUOR LICENSE:** The dispensing of alcoholic beverages is regulated by state laws. Group understands that Hotel’s liquor license requires that all 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 under age. As a licensee, the Hotel is responsible for administration of these regulations within the Hotel. Alcoholic beverages of any type cannot be brought into the Hotel from outside sources. Any alcoholic beverages purchased at the Residence Inn Tailgate Bar or in the Residence Inn Market cannot be brought into the meeting room.

**PERFORMANCE LICENSES:** Group 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 Group may use or request to be used at the Hotel.

**FUNCTION SPACE ADDITIONAL INFORMATION:**

* Meeting rooms may not be assigned until 7 days prior to the function and are subject to change.
* Hotel reserves the right to re-assign space in order to accommodate all in-house groups based on final guarantee numbers and suitable to the anticipated attendance.
* Meeting rooms are only available until the specified time listed above. This includes time needed to remove all meeting materials from the room.
* Meeting rooms are not available on a 24-hour hold unless noted in contract.
* Last minute changes within 24 hours of event may be subject to a labor charge at prevailing Hotel labor rates.
* Menu prices are subject to change therefore banquet food and beverage prices cannot be guaranteed more than six (6) months in advance of event and are subject to applicable service charges, state and local taxes.
* Meeting room rental, audio visual requirements and food and beverage selections are subject to a 20% hotel service charge and applicable state and city taxes. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the event.
* Shipping/Storage of Boxes is available with appropriate charges per box. Packages must be claimed at the front desk. No packages will be put in the meeting room prior to the event unless they are claimed and noted to the sales department. The Hotel assumes no liability for packages shipped but not received. Please remember to schedule package delivery to arrive no earlier than 3 days prior to your event and coordinate the delivery and any Hotel restrictions with the catering or sales contact.
* The Hotel is not responsible for loss or damage to property of the Group’s members while on Hotel premises.

**PAYMENT OF MASTER ACCOUNT:**

{ } Direct Bill

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

Card information will be provided by telephone

**BILLING ARRANGEMENTS:**

*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.

**TAX-EXEMPT:** If Group is a tax-exempt organization we require that you send us a valid tax exemption certificate 30 days before the group arrival date. Group understands that even if Group is tax-exempt, individual attendees paying for their own room and tax reservations are not subject to Group’s tax-exemption.

**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.

**DISPUTE RESOLUTION:** In the event of dispute resolution, each party shall bear its own costs and attorney’s fees.

**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:

Date: