



**Sheraton
Nashville Downtown
HOTEL**

623 Union Street • Nashville, Tennessee • 37219
Phone 615-259-2000 • Fax 615-742-6057

GROUP SALES AGREEMENT
For The University of Tennessee

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Sheraton Nashville Downtown and **The University of Tennessee, on behalf of its** _____

Organization:	Daniel McMullen Inquiring	Printed Date:	
Event name:		Arrival Date:	
Contact Person:		Departure date:	
Email:			
Address:			
Phone:			
Fax:			

SALES MANAGER:	Daniel McMullen
TELEPHONE NUMBER:	615-742-6037
FAX NUMBER:	615-742-6057
EMAIL:	dmcullen@sheraton-nashville.com

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and 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"):

	Sun 08/05	Mon 08/06	Tue 08/07	Wed 08/08	Thu 08/09
Run of House					

GROUP ROOM RATES

Hotel confirms the following non-commissionable group rates plus applicable state and local taxes (currently 15.25% and a \$2.50 per room/per night City tax) in effect at the time of check in (The University of Tennessee is tax exempt and will not be charged taxes):

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Run of House	0.00	0.00	0.00	0.00



**Sheraton
Nashville Downtown
HOTEL**

623 Union Street • Nashville, Tennessee • 37219
Phone 615-259-2000 • Fax 615-742-6057

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your blocks checks out prior to the guest's reserved checkout date, an early departure fee of \$50 will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

FEES FOR ADDITIONAL SERVICES

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at additional charge. A list of the hotel's pricing for these facilities and services is attached to this contract, or is available to individual guests upon request.

ADJUSTMENT TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than (%), the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

ROOMS ATTRITION

In the event that a reduction of more than 10% occurs, will be charged the difference of the contracted and the actual number of rooms picked-up multiplied by group's contracted room rate.. The Sheraton Nashville Downtown may also adjust any concessions previously offered in this agreement including those concessions offered on a complimentary basis. In addition, the Sheraton Nashville Downtown Hotel may adjust the function space in direct proportion to room block reductions greater than 10%.

Additionally, if the nightly group pick-up exceeds the original contracted nightly block or the minimum nightly guarantee, then the actual nightly number of rooms reserved one week prior to the main arrival date, will become the revised and final minimum nightly guarantee.

RESERVATION METHOD (Check One)

Individual Reservation/Rooming List must be made no later than
Reservations will be by:

Individual Call In – Please contact the Hotel Direct, Toll free 1-800-447-9825 or via Fax at 615-742-6056. Once an individual reservation has been made, any changes should be made directly with our Group Reservations Department. A credit card number or 1 nights advanced deposit will be required to secure a room out of this block. Cancellations must be received 72 hours prior to arrival or 1 night room and tax will be assessed.

Rooming List – You shall submit a rooming list to the Hotel @ 615-742-6057. Please be sure to include name of attendees, arrival and departure dates, and if available, the times of arrival and departure. Cancellations must be received 72 hours prior to arrival or 1 night room and tax will be assessed.

STARGROUPS WEBSITE OPTION

Starwood is pleased to offer Groups a customized website reservations system for this event, known as StarGroups, which allows group attendees to book their hotel reservations on the internet with links to Group's website, conference information, dining, entertainment, and city information. StarGroups also allows your organization to better manage and market your event by giving you instant access to information about reservations and registration. The StarGroups website is provided at no charge to the group or individual attendees. Please contact your Sales Manager or Convention Services Manager for details.



**Sheraton
Nashville Downtown
HOTEL**

623 Union Street • Nashville, Tennessee • 37219

Phone 615-259-2000 • Fax 615-742-6057

DIRECT BILLING AND PAYMENT INFORMATION

Your program is not considered definite until Payment Information is received.

- 1. DIRECT BILLING:** If you wish to establish credit with the Hotel for the purpose of direct billing a portion of your account through the use of a Master Account for any of the above listed events you agree that the Hotel may review any available credit reporting services and will attempt to confirm your credit based on such sources. A minimum of (2) Hotel References must be provided.

PAYMENT OF DIRECT BILLING: Subject to the approval of credit by the Hotel, authorization to direct bill may be issued and payment will be required 30 days upon receipt of an invoice from the Hotel. For any charges that remain unpaid after (45) days from the date of the invoice, a late payment charge equal to or less 1 ½% per month, or the highest rate permitted by the Tennessee Prompt Pay Act, §§ 12-4-701, et. seq., shall be applied on the remaining balance until paid in full. We request that you review your Master Account with the Hotel Accounting Department prior to your departure.

As per our agreement, the following method of payment will be utilized with the group

- Direct Bill All Charges Direct Bill Guestrooms Direct Bill Banquet Charges
- Direct Bill Parking Individuals Pay Own Guestrooms & Incidental Charges

* Each guest of the hotel will be required to present a credit card upon check-in, regardless of the method of payment chosen to take care of the room, tax and incidentals*

BOXES

If you are sending materials to the hotel for use in a banquet room, please ship to arrive no earlier than three (3) days prior to the event. Items must be labeled as follows:

Name of Group and On-Site Contact – address to the person that will be looking for it.
 c/o Sheraton Nashville Downtown Hotel
 623 Union St
 Nashville, TN 37219
 Hold for Name & Date Conference
 Box(es) _____ of _____ (Multiples boxes Must be numbered)
 Name of Hotel Catering / Convention Services Manager

Box Deliveries will be assessed a handling fee determined by weight. These charges will be posted to your Master Account. The Hotel will not be responsible for the safe keeping of personal or rented equipment. Outgoing packages being shipped back by the hotel will be assessed a minimum charge of \$5 per piece.

PARKING ~ Valet and Self-Parking

Currently, our parking garage is operated by Towne Park, which connects to the Sheraton Nashville Downtown Hotel. Current parking garage prices for overnight guest are \$22.00 daily for self parking ~ \$26.00 daily for valet. Parking rates are subject to change without notice and prevailing rates will apply at the time of your meeting.

_____ Individuals will pay own Daily Parking Charges
 _____ Please bill Daily Parking _____ Self _____ Valet Parking to the Master Account

GUEST ROOM INTERNET ACCESS

Our current guest room internet price is \$9.95 per day/per device for basic internet service. Upgraded access is available for \$11.95 per day/per device. Internet access rates are subject to change without notice and prevailing rates will apply at the time of your meeting.

_____ Individuals will pay own Internet charges
 _____ Please bill Daily Internet _____ Basic _____ Upgraded Service to the Master Account



**Sheraton
Nashville Downtown
HOTEL**

623 Union Street • Nashville, Tennessee • 37219

Phone 615-259-2000 • Fax 615-742-6057

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Daniel McMullen Inquiring, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Should your group require exhibit tables; the Hotel will provide individually skirted six foot tables at \$25.00 per table, excluding electricity, plus service charge. This is a one time fee assessed on the first day of usage.

All meeting room, food and beverage, and related services are subject to and service charge (currently 24%) in effect on the date(s) of the event.

FOOD AND BEVERAGE ATTRITION

Daniel McMullen Inquiring agrees that it will provide a minimum food and beverage revenue of \$ (exclusive of applicable service charges) as part of the Event. If provides less food and beverage revenue, it agrees to pay Hotel the difference between what was actually spent on food and beverage as part of the event and the food and beverage minimum.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. All food and beverage prices are subject to a 24% service charge

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the Hotel's obligations pursuant to this contract. The University of Tennessee is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et. seq., which provides worker's compensation coverage and covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of the Group to Hotel and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

AFFIRMATIVE ACTION

Davidson Hotel Company is an equal opportunity employer. All federal EEO and affirmative action requirements in race, sex, religion, nation origin, handicap and Veteran status, veterans or disabled veterans status as found in 41CFR 60-1.4, 60-250.4 and 60-741.4 are herein incorporated by reference.



**Sheraton
Nashville Downtown
HOTEL**

623 Union Street • Nashville, Tennessee • 37219

Phone 615-259-2000 • Fax 615-742-6057

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advanced written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules regulations or requests of the U.S. Department of Homeland Security.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation transmission.

WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the Sheraton Nashville Downtown.

SECURITY

We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with the Hotel and any relevant governmental authority to ensure compliance with such laws.

CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss and are liquidated damages:

Date of Signature to 120 Days prior to arrival	\$	(50% total Revenue)
--	----	---------------------



**Sheraton
Nashville Downtown
HOTEL**

623 Union Street • Nashville, Tennessee • 37219

Phone 615-259-2000 • Fax 615-742-6057

119 days to arrival	\$	(100% total revenue)
---------------------	----	----------------------

Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel without any further obligation.

ILLEGAL IMMIGRANTS

In compliance with the requirements of Tenn. Code Ann. § 12-4-124, Hotel hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

GROUP'S MAXIMUM FINANCIAL OBLIGATION

The maximum amount that The University of Tennessee will pay for goods and services under this Agreement is \$_____ ("Maximum Financial Obligation"). The University's Maximum Financial Obligation is not subject to increase for any reason, unless this Agreement is amended by a written amendment that is signed by authorized officials of both parties

SIGNATURE

This contract, with exhibits attached (if any) constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

SIGNATURES

If you accept the terms and conditions of this Agreement please indicate your acceptance by signing and returning this agreement no later than **May 10, 2012**, which is your option date, or the above space will be automatically released without notice. Once reviewed for changes, we countersign and return to you within five (5) business days. This document shall then constitute the full and complete binding contract and the arrangements shall be considered confirmed and definite. We appreciate your business!

Agreed on behalf of:

Authorized Acceptance Signature for ***The Sheraton Nashville Downtown Hotel***





**Sheraton
Nashville Downtown
HOTEL**

623 Union Street • Nashville, Tennessee • 37219
Phone 615-259-2000 • Fax 615-742-6057

Daniel McMullen
Sales

Date

Authorized Acceptance Signature for **Daniel McMullen Inquiring**

Date

HOTEL POLICIES

Finalization of Program

1. Final menu selections should be submitted four weeks prior to the function to insure the availability of the desired menu items
2. Final guarantees must be received seventy-two (72) business hours prior to your function. If the guarantee is not received, the original expected or minimum amount will be used as the guarantee and the hotel will prepare the charges for the number of persons estimated on the contract.
3. All food and beverage must be supplied and prepared by the *Sheraton Nashville Downtown Hotel*. No outside food and beverage are permitted to be brought into the hotel.
4. All prices are subject to change.
5. Should your group require exhibit tables; the Hotel will provide individually skirted six foot tables at \$25.00 per table, excluding electricity, plus service charge. This is a one time fee assessed on the first day of usage.

Amendments to Program

1. If a change from the original room set-up is requested on the day of the function, an additional labor charge of \$25 per person, per hour will be added to the banquet check.
2. Function rooms are assigned based on the anticipated number of guests. The hotel reserves the right to adjust room assignments based on your final guarantee and reserves the right to move functions to comparable meeting or banquet rooms other than those appearing on this contract. In the event of substantial fluctuations in the number of attendees, plus (+) or minus (-) thirty percent (30%), the hotel also reserves the right to change additional set-up or room rental fees.

Cancellation of Program

1. The client assumes responsibility for and will make payment based on estimated total revenues if the function is canceled. Please refer to the contract for the scheduled of cancellation specifics.

Billing Procedures

2. All banquet and meeting charges are subject to a 24% service charge, and 9.25% state sales tax.
3. The on-site contact of the designated representative at the completion of each event must sign all banquet checks. Any discrepancies in counts or charges should be identified and resolved at that time.

Hotel Approval

1. The hotel reserves the right to exercise final authority over bands, DJ's, musicians and other entertainment in regard to volume and professionalism, whether they are engaged by the customer or through the hotel. The hotel reserves the right to require security for any functions the hotel deems appropriate or necessary at the client's expense.
2. Any items to be put on meeting room or lobby walls or any directional signs must be approved by the hotel.

Specific Responsibilities of the Customer

1. Admittance to your function room for set-up and take down and meeting attendee arrivals and departures must coincide with the event times on the contract. Should any revisions at the beginning or ending times of an event be requested the hotel would make every effort to accommodate the request. The hotel reserves the right to add additional room rental charges or set-up fees to the function should this occur.
2. If you are sending materials to the hotel for use in a banquet room, please ship to arrive no earlier the three (3) days prior to the event. Items must be labeled as follows:

Name of Group and On-Site Contact-address to the person that will be looking for it.
 c/o Sheraton Nashville Downtown Hotel
 623 Union St
 Nashville, TN 37219
 Hold for Name & Date Conference
 Box(es) _____ of _____ (Multiple boxes MUST be numbered)
 Name of Hotel Catering / Convention Services Manager



Sheraton
Nashville Downtown
HOTEL

623 Union Street • Nashville, Tennessee • 37219

Phone 615-259-2000 • Fax 615-742-6057

Box Deliveries will be assessed a handling fee determined by weight. These charges will be posted to your Master Account.

The hotel will not be responsible for the safe keeping of personal or rented equipment.

3. The hotel will make arrangements for security personnel, if required, which the customer is responsible for payment of.
4. Outgoing packages will be assessed a minimum charge of \$5 per piece.

Specific Responsibilities of the Hotel

1. The *Sheraton Nashville Downtown Hotel* assumes no responsibility for the damage or loss of any merchandise or articles brought into the hotel. Arrangements may be made for security by contacting your catering representative.
2. The hotel shall not be liable for non-performance of the contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State or Municipal) regulations of or restrictions upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or which are beyond the reasonable control of the hotel.

Date