

## Motion Number 20190126

Name	Maker	Second	Aye	Nay	Abstain
Hanavan		X	X		
Bird			X		
Snodgrass			X		
Cunliffe			X		
Boston			X		
Breslin			X		
Tawes	X		X		

**Title:** 2019 Reunion Contract

**Text of Motion:**

I move that the Board accept the contract for Reunion 2019 to be held at the Denver Marriott West as specified by the contract submitted by our reunion planner West, Doug Boston and to designate him as the representative of the Board to sign the contract with the Denver Marriott West.

The contract is attached below.

**Rationale or explanation:**

Financial expenditures of more than \$500 require Board approval.

**Vote Result:** Carried 29 January 2019

Contract:



Adobe Acrobat  
Document



**MARRIOTT  
DENVER WEST**

Please email to Brooke Nelson at [Brooke.Nelson@marriott.com](mailto:Brooke.Nelson@marriott.com). Direct phone line is (925)433-4641.

**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between **Denver Marriott West**, 1717 Denver West Boulevard, Golden, CO, 80401-3144, (303) 279-9100 and **C-7A Caribou Association**.

**ORGANIZATION:** C-7A Caribou Association

**CONTACT:**

Name: Doug Boston  
 Job Title: Reunion Planner  
 Street Address: 5606 Winnie Drive  
 City, State, Postal Code: Colleyville, TX 76034-3254  
 Country/Region: USA  
 Phone Number: (817) 581-8687  
 E-mail Address: spicejett06@gmail.com

**NAME OF EVENT:** C-7A Caribou Association Reunion 2019

**REFERENCE #:** M-CPQK1BO

**OFFICIAL PROGRAM DATES:** Wednesday, 9/04/2019 - Monday, 9/09/2019

**GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and C-7A Caribou Association agrees that it will be responsible for utilizing, 395 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Standard Room	Total Rooms
9/04/2019	Wed	79	79
9/05/2019	Thu	94	94
9/06/2019	Fri	94	94
9/07/2019	Sat	94	94

Start Date	End Date	Room Type	Rate
9/04/2019	9/08/2019	Standard Room	\$119.00

Hotel's room rates are subject to applicable state and local taxes (currently 4.5%) in effect at the time of check-out.

**SPECIAL CONCESSIONS**

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide C-7A Caribou Association with the following special concessions:

1. Meeting room rental waived with food and beverage minimum
2. Guestroom internet complimentary for all Marriott Rewards members of any level. Anyone not already a member can sign up at check in to receive this complimentary benefit.
3. Waived guestroom attrition
4. Complimentary room nights at a ratio of 1:40
5. Stated room rate will be offered on a space available basis two days prior and two days after the stated event dates.
6. Electrical charges: No electrical charges will be applied for normal outlet use in the Keystone or Salon areas.
7. Shipping and Receiving: Up to seven (7) boxes may be shipped to the hotel up to four (4) days prior to the start date of your event. All materials must have the name of your hotel representative, your on-site event contact, your company or event name and date(s) of you event clearly marked on the exterior of the packages. No storage fee will be assessed for materials received in the time period stated above and up to two days following the event.
8. Hotel to provide a 20% discount on in-house audiovisual equipment supplied by the hotel.

### **COMMISSION**

The group room rates listed above are net non-commissionable. C-7A Caribou Association will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

### **METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 1 (800) 228-9290 or (303) 279-9100, or by using the reservation link to be provided by the hotel.

### **GUARANTEED RESERVATIONS**

All reservations must be accompanied with a major credit card or guaranteed by C-7A Caribou Association. Hotel will not hold any reservations unless secured by one of the above methods.

### **CUTOFF DATE**

Reservations by attendees must be received on or before, **Wednesday, August 14, 2019** (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the C-7A Caribou Association group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect C-7A Caribou Association's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

### **NO ROOM TRANSFER BY GUEST**

C-7A Caribou Association agrees that neither C-7A Caribou Association nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with C-7A Caribou Association reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

### **BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to Pay. Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

### **GUESTROOM PICKUP**

Hotel to provide to the group a pickup list of reservations upon request.

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by C-7A Caribou Association, 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	Set-Up Style	#PPL	Function Space
9/4/2019	Wed	8:00 AM	11:59 PM	Memorabilia Room	Rectangular - 6	6	Keystone
		2:00 PM	5:00 PM	Registration	Registration	1	Foyer C
		6:00 PM	10:00 PM	War Room / Hospitality Area	Rounds of 8	200	Salons A, B, C and D
9/5/2019	Thu	7:00 AM	10:00 PM	War Room / Hospitality Area	Rounds of 8	200	Salons A, B, C and D
		8:00 AM	11:59 PM	Memorabilia Room	Rectangular - 6	6	Keystone
9/6/2019	Fri	7:00 AM	5:00 PM	War Room / Hospitality Area	Rounds of 8	200	Salons A, B, C and D
		6:00 PM	10:00 PM	Sit Down Dinner	Rounds of 8	140	Salons A, B, C, D & E
		8:00 AM	11:59 PM	Memorabilia Room	Rectangular - 6	6	Keystone
9/7/2019	Sat	7:00 AM	5:00 PM	War Room / Hospitality Area	Rounds of 8	200	Salons A, B, C and D
		6:00 PM	10:00 PM	Dinner	Rounds of 8	180	Salons A, B, C, D & E
		8:00 AM	11:59 PM	Memorabilia Room	Rectangular - 6	6	Keystone

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 4.5%) and service charge (currently 25%) in effect on the date(s) of the event.

**DAMAGE TO FUNCTION SPACE**

C-7A Caribou Association agrees to pay for any damage to the function space that occurs while C-7A Caribou Association is using it. C-7A Caribou Association will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than C-7A Caribou Association and its attendees.

**FACILITY FEES**

Based upon the Room Night Commitment and 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**

C-7A Caribou Association agrees to a minimum banquet food and beverage revenue of \$11,000, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices prior to C-7A Caribou Association's arrival date.

**CATERING**

- For the events catered by the hotel, bartenders are required at a rate of \$100.00++ per bartender for up to 4 hours, at a ratio of 1 bartender per every 75 guests.
- Guaranteed attendance counts for catered events are due 3 business days before the event takes place
- Typically 2 protein entrée choices are permitted at a plated dinner. The hotel will permit a third protein option. The highest price menu item will prevail for all covers.
- The hotel generally prepared for 3% over the guarantee, in order to be prepared for mistaken orders, very minor shifts in attendance counts, a dropped tray, etc.

### **FOOD WAIVER AND INDEMNIFICATION AGREEMENT**

Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Notwithstanding the foregoing, **Hotel will allow an exception to this policy for C-7A Caribou Association's event to allow the group to provide their own beer, wine, soft drinks and dry snacks for their War Room.** On Wednesday and Thursday this is permitted until 10:00 PM. On Friday and Saturday this is to conclude by 5:00 PM, at which time the room is to be transitioned for the catered evening events. The outside Food and Beverage exception is agreed to, provided that the group signs an Indemnification Agreement, and complies with the following requirements:

- Guest will not be permitted to remove any of the provided alcoholic beverages from of the Ballroom
- Group agrees to provide Hotel with an inventory list of all beer and wine that they bring into the Ballroom before any is consumed
- No Liquor is permitted
- During reception/dinners the group is not permitted to bring in nor consume their own food or beverages and all alcohol will be provided by the hotel and sold at a banquet bar.
- C-7A Caribou Association will handle all service and will provide all flatware, glasses, plates, napkins, etc. needed for the war room Food & Beverages. Hotel will provide the tables chairs and linens, as per usual.

#### **NOTE:**

- In the War room during Hospitality Bartender(s) will not be required to serve beer / wine in the War Room

### **MASTER ACCOUNT**

Hotel must be notified in writing at least **7 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**

C-7A Caribou Association will pay by check on a daily basis for the prior day's charges, pending review of the bill with the hotel's Event Manager. The Hotel will work with C-7A Caribou Association in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received as outlined here, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

C-7A Caribou Association has indicated that it has elected to use the following form of payment:

[ X] C-7A Caribou Association check, paid to hotel during the event on a day by day basis each day for the prior day's balance.

C-7A Caribou Association may not change this form of payment.



### **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 C-7A Caribou Association 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 C-7A Caribou Association 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.

### **CANCELLATION**

If the groups signs their banquet event orders and ends up cancelling after signed event orders are received that C-7A association will still be responsible for paying for all the food and beverage that was purchased for their event.

### **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.

### **LIQUOR LICENSE**

**With the exception of the War Room** during the designated times and with the designated product, the C-7A Caribou Association 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 under age.

### **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.

C-7A Caribou Association 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 C-7A Caribou Association's needs. If such special setups or extraordinary formats are requested, Hotel will present C-7A Caribou Association two (2) alternatives: (1) charging C-7A Caribou Association the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **TECHNICAL SERVICES**

The Denver Marriott West onsite AV team 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 our AV team's equipment and expertise, a fee of will be charged if C-7A Caribou Association selects an outside 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 C-7A Caribou Association 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 C-7A Caribou Association wishes to hire outside vendors to provide any goods or services at Hotel during the Event, C-7A Caribou Association 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 C-7A Caribou Association, 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**

C-7A Caribou Association 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 C-7A Caribou Association may use or request to be used at the Hotel.

### **LOYALTY PROGRAM - REWARDING EVENTS**

Marriott International, Inc. and its subsidiaries offer travelers a choice of three frequent travel programs (each, a "Loyalty Program"): the Marriott Rewards® Program, The Ritz-Carlton Rewards® Program and the Starwood Preferred Guest® Program. Rewarding Events<sup>SM</sup> ("Rewarding Events") provides points, miles, or other Loyalty Program currency in certain

regional markets to eligible Loyalty Program members who book and hold qualifying groups, meetings, and events at participating hotels.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and C-7A Caribou Association has otherwise complied with the material terms and conditions of this Agreement), the Hotel will either award points or submit an award for airline miles to the Member identified below.

Rewarding 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 Rewarding Events 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 Rewarding Events points or airline miles

Member Name \_\_\_\_\_  
Loyalty Program Member Number \_\_\_\_\_

\*If airline miles are desired instead of Rewarding Events points, please also provide:

Frequent flier airline miles account number \_\_\_\_\_  
Airline Name \_\_\_\_\_

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 Rewarding Events points or airline miles and hereby waives the right to receive an award of points or airline miles in connection with the Event.

The number of points or airline miles to be awarded shall be determined pursuant to the Loyalty Program Terms and Conditions, as in effect at the time of award. The Terms and Conditions are available on-line at [members.marriott.com](http://members.marriott.com) and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice.

The individual identified above to receive either points or airline miles may not be changed without such individual's prior written consent. By inserting the airline mileage account information, the recipient elects to receive airline miles rather than points. All Loyalty Program Terms and Conditions apply.

\*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 C-7A Caribou Association, this document is an invitation by the Hotel to C-7A Caribou Association to make an offer. Upon signature by C-7A Caribou Association, this document will be an offer by C-7A Caribou Association. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies C-7A Caribou Association at any time prior to C-7A Caribou Association's execution of this document, the outlined format and dates will be held by the Hotel for C-7A Caribou Association on a first-option basis until **Monday January 28, 2019**. If C-7A Caribou Association 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, C-7A Caribou Association 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 C-7A Caribou Association.

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

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

Approved and authorized by Hotel:

Name: Brooke Nelson Signature: \_\_\_\_\_

Title: Sales Specialist Date: \_\_\_\_\_