



**EMBASSY SUITES  
HOTEL**

Cleveland ~ Beachwood

**GROUP SALES AGREEMENT**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between the Embassy Suites Hotel and Cuyahoga County Dept. of Children & Family Services.

ORGANIZATION: Cuyahoga County Dept. of Children & Family Services

Contact Name: Mr. Mark A. McMillan  
Cuyahoga County Dept. of Children & Family Services.  
Address: Jane Edna Hunter Bldg  
3955 Euclid Ave.  
Suite 340-E  
Cleveland, OH 44115  
Phone #: 216-432-3357  
E-mail Address: mcmillan02@odjfs.state.oh.us

NAME OF EVENT: Cuyahoga Co. Dept. of Children & Family Services

OFFICIAL PROGRAM DATES: Wednesday, March 27, 2013 through Thursday, March 28, 2013

**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 thirty (30) days from the date of the invoice, a late payment charge equal to the less of 1 ½% per month, or the highest rate permitted by law, 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.
1. **CREDIT CARD PAYMENT:** A valid credit card authorization form may be submitted in lieu of Direct Billing. A front and back copy of the credit card being used is also required. This card will be charged 72 hours prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.
2. **DEPOSIT SCHEDULE:** In the event neither Direct Billing nor credit is approved or requested, 10% of all estimated charges will be due to Hotel upon execution of this Agreement, 50% of all estimated charges will be due to Hotel 30 days prior to arrival and a payment for all remaining charges must be made no less than 72 hours prior to arrival. In the event the Hotel does not receive such payments as set forth herein, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement.

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

X Direct Bill Guestrooms & Tax

X Direct Bill Banquet Charges

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Cuyahoga County Dept. of Children & Family Svs., the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
3/27/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 2	Classroom 3 per 6 ft	50	
3/27/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 3	Classroom 3 per 6 ft	50	
3/27/2013	8:00 AM	11:00 PM	Storage	Delray			
3/27/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 4	Classroom 3 per 6 ft	50	
3/27/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 1	Classroom 3 per 6 ft	50	
3/27/2013	12:00 PM	1:00 PM	Lunch Buffet	Lower Atrium	Existing	100	
3/28/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 2	Classroom 3 per 6 ft	50	
3/28/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 3	Classroom 3 per 6 ft	50	
3/28/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 4	Classroom 3 per 6 ft	50	
3/28/2013	8:00 AM	5:00 PM	Meeting/Session	Emerald 1	Classroom 3 per 6 ft	50	
3/28/2013	12:00 PM	1:00 PM	Lunch Buffet	Lower Atrium	Existing	100	
3/28/2013	8:00 AM	2:00 PM	Storage	Delray			

**Day 1 – 3/27/2013**

Emerald 1	\$ 125.00
Emerald 2	\$ 125.00
Emerald 3	\$ 125.00
Emerald 4	\$ 125.00
Continental Breakfast - for 120 Guests	\$ 600.00
Lunch - 120 Guests	1,840.00
Afternoon Break with Beverages	\$ 841.25
Subtotal for March 27th	\$ 3,781.25
20% Service Charge	\$ 756.25
7.75 % Tax	Tax Exempt
<b>Grand Total for Day 1</b>	<b>\$4,537.50</b>

**Day 2 – 3/28/2013**

Emerald 1	\$125.00
Emerald 2	\$125.00
Emerald 3	\$125.00
Emerald 4	\$125.00
Continental Breakfast - 120 Guests	\$600.00
Lunch - 120 Guests	\$1,840.00
Afternoon Break with Beverages	\$841.25
Subtotal for March 28th	\$3,781.25
20% Service Charge	\$756.25
7.75% Tax	Tax Exempt
<b>Grand Total Day 2</b>	<b>\$4,537.50</b>

**Total Due for Both Days is: \$4537.50 x 2= \$9075.00 event total**

All meeting room, food and beverage, and related services are subject to applicable taxes (currently [7.75] %) and service charge (currently [20] %) in effect on the date(s) of the event. **Tax Exempt of 7.75% with an Ohio Tax Exemption Certificate.**

### **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 [20] % service charge and a [7.75] % state tax (subject to change without notice). [Please note that the service charge is taxable.] The hotel requires a final guarantee of the number of guests attending no later than (3) business days prior to the function. This will be a minimum guarantee not subject to reduction. You will be charged for the number of guests served, or the guaranteed amount, whichever is greater. The hotel is prepared to serve 3% over your guaranteed number. If the guaranteed number is not received by the deadline, the number of expected guests on your banquet event order/contract will become the guaranteed number.

### **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 and the Group 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 respective obligations pursuant to this contract.

### **AFFIRMATIVE ACTION**

Embassy Suites Hotel 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.

### **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 advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and series (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.

### **ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES**

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this agreement.

### **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 of 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 Embassy Suites Hotel.

## **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 indoor 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 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 prospectively and are liquidated damages:

Date of Signature to 190 days prior to arrival	25% total revenue
189 days to 120 days prior to arrival	50% total revenue
119 days to 90 days prior to arrival	75% total revenue
89 days to arrival	100% total revenue

These payments may be subject to the applicable taxes. 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 this Agreement without any further obligations. Force Majeure- The performance of this Agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorders, or other emergencies making it illegal or impossible to substantially perform this Agreement.

## **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.

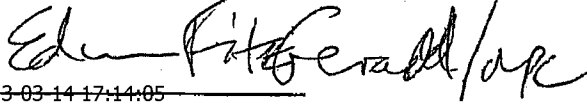
**SIGNATURES**

Edward FitzGerald, County Executive

Approved and authorized by Cuyahoga County Dept. of Children & Family Svs..

Name: (Print)

Signature:

  
2013-03-14 17:14:05

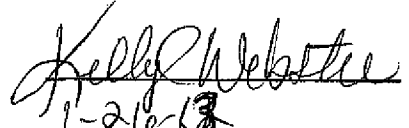
Title: (Print) Cuyahoga County

Date:

Approved and authorized by Hotel:

Name: (Print) Kelly Norcini

Signature:

  
1-26-13

Title: (Print) Catering Manager

Date:

## **ELECTRONIC SIGNATURE**

BY ENTERING INTO THIS CONTRACT, PROVIDER AGREES ON BEHALF OF THE CONTRACTING OR SUBMITTING BUSINESS ENTITY, ITS OFFICERS, EMPLOYEES, SUBCONTRACTORS, SUBGRANTEES, AGENTS OR ASSIGNS, TO CONDUCT THIS TRANSACTION BY ELECTRONIC MEANS BY AGREEING THAT ALL DOCUMENTS REQUIRING COUNTY SIGNATURES MAY BE EXECUTED BY ELECTRONIC MEANS, AND THAT THE ELECTRONIC SIGNATURES AFFIXED BY THE COUNTY TO SAID DOCUMENTS SHALL HAVE THE SAME LEGAL EFFECT AS IF THAT SIGNATURE WAS MANUALLY AFFIXED TO A PAPER VERSION OF THE DOCUMENT. PROVIDER ALSO AGREES ON BEHALF OF THE AFOREMENTIONED ENTITIES AND PERSONS, TO BE BOUND BY THE PROVISIONS OF CHAPTERS 304 AND 1306 OF THE OHIO REVISED CODE AS THEY PERTAIN TO ELECTRONIC TRANSACTIONS, AND TO COMPLY WITH THE ELECTRONIC SIGNATURE POLICY OF CUYAHOGA COUNTY.

IN WITNESS WHEREOF, the County and the Provider have entered into this Contract which is effective as of the 1<sup>st</sup> day of executed signature.

CUYAHOGA COUNTY, OHIO:

\_\_\_\_\_  
Edward FitzGerald  
County Executive

\_\_\_\_\_  
Date

PROVIDER:

By Kelly Webster  
(Authorized Signature)

1-26-13  
Date