



Holiday Inn

Houston-NRG/Medical Center Area

Holiday Inn NRG/Medical Center Area
CONTRACTUAL AGREEMENT

between

Holiday Inn NRG/Medical Center Area
8111 Kirby Drive
Houston TX, 77054

and

Gospel Music Workshops of America
7701 Jutland
Houston, TX 77035

Contact: Robert Thomas
Title: Chief Financial Officer
Phone: 832.969.0096
Email: nationmktg@aol.com
Date: December 27, 2017
Post As: Gospel Music Workshops of America

Dear Robert Thomas:

Thank you for selecting **Holiday Inn NRG/Medical Center Area** .We look forward to welcoming your guests to Houston.

We are holding the space listed below on a tentative basis until **12/29/2017**. Please review the following contract carefully and, if agreeable, the original contract must be signed and received by our office with the credit card authorization form by **12/29/2017** to bind both parties. Once we receive the executed original contract, we will hold all space as per the contract terms on a definite basis. If the signed contract or credit card authorization is not received by this date, the space will be released back to the hotel for general sale to the public. If a request for the same space is received by the hotel more than forty-eight (48) hours in advance of this date for another party, the **Holiday Inn NRG/Medical Center Area** will notify **Gospel Music Workshops of America**. **Gospel Music Workshops of America** will have forty-eight (48) hours from the time of notification by the Hotel to confirm the terms and this contract by signature of this agreement, or the Hotel will have the right to release the space.

ROOM BLOCK:

We are pleased to offer **Gospel Music Workshops of America** the following special rates based on their pattern and dates:

Room Type	12/29/2017	12/30/2017	12/31/2017
	Friday	Saturday	Sunday
Std King	20	20	c/o
Std Double	20	20	c/o
Total Room Nights	40	40	80

ROOM RATES:

Std King	\$89.00
Std Double	\$89.00

COMMISSION, TAX AND SERVICE CHARGE:

All Group Room Rates quoted are net non-commissionable and are subject to applicable occupancy and sales tax, currently 17%.

RESERVATION PROCEDURE AND RELEASE OF ROOMS:

INDIVIDUAL

Room reservations will be made directly with the Hotel on an individual basis. Individual may call the Hotel directly and request the Reservation Department. It is imperative that individuals indicate their group code/affiliation when making reservations, otherwise the group rate that applies may not be extended. Direct reservations must be made prior to **12/29/2017**. After this date, any unreserved rooms will be released by the Hotel for general sale; however, all attrition or cancellation provisions apply. The Hotel will continue to accept reservations after **12/29/2017**, on a space available basis at the prevailing rate.

All guest rooms will be held for late arrival. A guarantee on each reservation will be taken in the form of a major credit card, an advance deposit, or pre-arrangements made with the Hotel's credit department.

GUEST ATTRITION

The Client acknowledges that the Hotel is relying upon the Client's use to the room block and function space. If the Client uses less than eighty percent (80%) of the room block, the Client agrees to pay as liquidated damages and not as a penalty, the difference between the number of rooms actually use by the Client and the eighty percent (80%) contracted booking threshold. All attritions fees owned shall be billed to the Client's Master account and are due within thirty (30) days of the date of the Hotel's invoice. Attrition payments will be subject to applicable taxes.

ATTRITION FEE RECOVERY:

Should the hotel be able to replace/resell any portion of the contracted sleeping room block at a rate equal to or greater than your contracted rate on a last room sold basis, commission is not applicable, as well as anticipated food and beverage and meeting room revenue outlined in the contract and should the hotel achieve 100% occupancy over the dates of the program, then the hotel will agree to apply the revenue

obtained through re-selling the rooms and/or food and beverage and meeting room toward any amount that **Gospel Music Workshops of America** may owe in liquidated damages.

All cancellation charges are payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1.5% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by the Patron will be applied against the Cancellation Fee.

CHECK IN/CHECK OUT TIME:

Check-in time is 4:00 p.m. Room assignments prior to this time are subject to availability. Check-out time is 12:00 Noon. Prior to check out **Gospel Music Workshops of America** may make late check-out requests on a case by case basis, based on availability the hotel will accommodate with no penalty.

OVERBOOKING

The Hotel's "No Walk Policy" applies to attendees with confirmed reservations through reservation cards, call-in reservations, web-site reservations or a master rooming list and the Hotel guarantees accommodations for the period of their confirmed reservation. In the unlikely event that a guaranteed reservation of any attendee is not honored upon arrival, the Hotel will at its own expense provide sleeping accommodations for said attendees at another hotel of comparable service and quality as well as daily transportation between the other hotel and the Hotel until such time that the individual(s) reservation can be honored at the Hotel.

BAGGAGE HOLD

If a large number of early arrivals are anticipated or if due to program requirements attendees are scheduled to remain in their meeting pas 12:00 p.m. on the scheduled departure day arrangements may be made to establish an appropriate baggage hold area.

SHIPPING PROCEDURES:

Box handling charges shall be assessed for materials which are received by Hotel in advance of the function date. Charges will be \$5.00 per box, after first five boxes have been received. For other items, the charge will be determined at time of arrival.

Due to limited space we ask that boxes be shipped to arrive no more than 3 days prior to the event. In the event they arrive earlier, **Gospel Music Workshops of America** will be assessed a charge of \$10.00 per box per day. In addition, we will be able to store the boxes at no charge for three days after the event. Otherwise the \$10.00 per box per day fee will be assessed. It is the sole responsibility of the **Gospel Music Workshops of America** to ascertain that their packages have arrived. The shipping boxes for your meeting or event they must be *addressed to the attention of the Catering Manager handling your function and marked with the name and date of your function.* The Hotel address is: 8111 Kirby Drive, Houston TX, 77054; 713-790-1900. Advise your Catering Manager prior to the event of any materials to be sent to the Holiday Inn Houston Reliant Park and the quantity of materials sent. Any materials requested to be shipped back to your organization will be subject to a 22% service charge of the total shipping cost.

Holiday Inn NRG/Medical Center Area
8111 Kirby Drive, Houston TX, 77054

Attn: Conference Service Manager

Hold for:
Robert Thomas
Gospel Music Workshops of America
12/29/2017 to 12/31/2017

SIGNAGE:

Signage is not permitted in the lobby or other public areas of **Holiday Inn NRG/Medical Center Area**. Signage to be used in the general area of meeting activities must be professionally executed, no larger than 22 inches wide and 30 inches high, and must be approved by the hotel Convention Services Manager.

CANCELLATION POLICY:

Cancellation refers to the complete deletion of the meeting, not to elimination of portions of the program or to individual room cancellations. Should there be a cancellation of the entire program; the cancellation policy overrides the attrition allowances in the contract. Therefore, the parties agree that in the event of a cancellation of the entire program, actual damages will be difficult to ascertain and the following describes the computation of the liquidated damages to be applied in the event of a cancellation:

Number of Days Prior to Scheduled Commencement Date of the Event 0-90	Liquidated Damages (Expressed as % of Lost Revenue) 100% (\$4,360)
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Lost Revenue is defined as the sum total of anticipated revenue prior to the attrition and/or cancellation, from rooms, food and beverage functions, service charges, miscellaneous charges, and miscellaneous revenue such as spa, mini-bar, telephone, gift shop, business center, etc. which are canceled in full or in part by the Patron or which the Patron fails to take up at the time of the Event.

BILLING:

Individual guests will be responsible for their own room, tax and incidental charges, which will be paid upon check-out by each individual. Please note that guests will be required to guarantee payment of these charges with a major credit card or cash deposit upon check-in.

Pending credit approval, all food, beverage and function space related charges will be placed on a master account and paid by **Gospel Music Workshops of America**.

SERVICE	CHARGE TO MASTER ACCOUNT	INDIVIDUAL PAYS OWN CHARGE
Room and Tax		XX
Individual Food & Beverage		XX

RIGHTS OF TERMINATION FOR CAUSE:

Except as otherwise provided in the Contract, neither party shall have the right to terminate their obligations under this Contract. This Contract is, however, subject to termination for cause without liability to the terminating party, under any of the following conditions:

- a. The parties' performance under this Contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control, making it inadvisable, illegal or which materially affects a party's ability to perform its obligations under this contract. Either party may terminate this Contract for any one or more of such reasons upon written notice to the other party within three (3) days of such occurrence or receipt of notice of any of the above occurrences.
- b. The phrase "without liability" wherever used in this Contract shall be deemed to include a refund by the Hotel of all deposits and prepayments made within 30 days of the notice of termination.

INDEMNIFICATION AND HOLD HARMLESS:

Hotel and Group each agree to indemnify and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorneys' fees and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by Hotel or Group pursuant to the performance of each party's obligations hereunder. Hotel and Group each agree to indemnify and hold harmless the other party for any claim, action, and cause of action and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Contract, except for the willful misconduct or gross negligence of the other party.

AMERICANS WITH DISABILITIES ACT:

The Hotel represents and warrants that, as a place of "public accommodation", it is in compliance to the extent applicable with the applicable provisions of Title III of the Americans with Disabilities Act. Hotel facilities, including, but not limited to, meeting space, restrooms, dining areas, other common areas and sufficient guest rooms, shall be reasonably accessible and usable by persons with disabilities. It is the responsibility of the Group to ensure the availability of all auxiliary aids and services required in order to allow the attendees to have full participation and equal access to the facilities utilized by the Group for its meeting. The Hotel will make available to the Group any auxiliary aids which it has available during the meeting, if requested by the Group for its attendees. Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group in writing.

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 arising out of or resulting from the respective obligations pursuant to this contract.

BINDING AGREEMENT:

When signed by representatives of both parties, this Contract, which includes The Schedule of Events, and the Hotel's Policies and Procedures which are incorporated by reference, will constitute a binding agreement between the Group and the Hotel.

NOTICE:

Any notice required or permitted by the terms of this Contract should be made in writing. Notice must be delivered through one of the following methods in order to be deemed given:

- 1) Certified Mail, return receipt requested.
- 2) Registered Mail, return receipt requested.
- 3) Overnight Delivery, with a signature signifying receipt.

All notices must be addressed to the person named on the first page of this Contract as that party's contact/representative. The notice shall be deemed effective as of the date shown on the receipt signifying delivery of such notice to the party to whom it is addressed.

HEADINGS:

The headings and numbers appearing in this Contract have been inserted as a matter of convenience. If there is any conflict between the headings and numbers and the text of this Contract, the text will control.

WAIVER:

If one party agrees to waive its right to enforce any term of this Contract, it does not waive its right to enforce such term or any or all other terms of this Contract at any other time.

GOVERNING LAW:

This Contract shall be governed by and construed under the laws of the State of Texas. If any provision of the Contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

This signature page may be signed by the parties and sent by electronic transmission (facsimile) and shall be acceptable to the Hotel to hold the space for seventy-two (72) hours provided that the Hotel receives the fully executed agreement with the original signature by mail without any further changes within seventy-two (72) hours of the date shown on the facsimile signature page.

NOTICES:

All notices required or provided for under this Agreement shall be in writing and shall be effective immediately upon receipt by personal delivery, overnight delivery or certified mail, return receipt requested, addressed to the other party's attention. Contact of Record is:

Gospel Music Workshops of America 7701 Jutland, Houston, TX 77035 832.969.0096 nationmktg@aol.com	Holiday Inn NRG/Medical Center Area 8111 Kirby Drive, Houston TX, 77054 713-790-1900 EMAIL: Shelley.Bitzkie@hihoustonsouth.com
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ACCEPTANCE:

Should all provisions be agreeable, please sign below and return the original to our office. We will return a countersigned copy for your records.

Any addendum, changes and/or modifications to this agreement will not be effective unless approved and signed off on by the Hotel Director of Sales or Director of Sales and Marketing.

Please note the following due dates:

12/27/2017	12/29/2017
Signed Contract	Reservations Cutoff

The Hotel and **Gospel Music Workshops of America** have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below:

For: **Gospel Music Workshops of America**

By: _____

Name: Robert Thomas

Date: _____

For: **Holiday Inn NRG/Medical Center Area**

By: _____

Name: Shelley Bitzkie

Date: _____

Approved for Sending _____

