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## CONTRACT

### GUEST ROOMS & EVENTS

April 12, 2019

The following represents an agreement between the Doubletree by Hilton Raleigh Brownstone-University (herein listed as "Hotel") and NC Association of Blood Banks (herein listed as "Group") and outlines specific conditions and services to be provided. This agreement (herein listed as the "Contract") constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements whether written or oral. Any changes to the Contract must be made in writing and signed by representatives of each party.

#### DESCRIPTION OF GROUP AND EVENT:

Organization: **NC Association of Blood Banks**  
**P.O. Box 34213**  
**Charlotte, NC 28234**

Contact: Rhonda Parsons  
 Telephone: 910-477-1584 Ext:  
 Email:

**POST AS: NC Association of Blood Banks**

**ARRIVAL DATE: 9/13/2020**  
**DEPARTURE DATE: 9/15/2020**

#### GUEST ROOM COMMITMENT:

**(Client Initials) RBP**

|              | Sun 09/13 | Mon 09/14 |
|--------------|-----------|-----------|
| Run of House | 40        | 40        |

| Room         | Single Rate | Double Rate |
|--------------|-------------|-------------|
| Run of House | 139         | 139         |

All room rates are quoted on a net non-commissionable basis and do not include applicable taxes, subsidies, housing fees or other charges that may be required to offset the costs of your convention/meeting. Please note the tax for Raleigh is currently thirteen & a quarter percent (13.25%).

### **GUEST ROOM GUARANTEE:**

**(Client Initials)**            RBP

#### **Option 1:**

NC Association of Blood Banks agrees to provide 70% of the contracted rooms revenue set forth in the above sleeping room commitment. Should the amount of the group rooms fall below the expected **(70% 56 room nights/\$7784.00 revenue)**, NC Association of Blood Banks will be responsible for the revenue difference (excluding taxes) between the actual rooms picked up and the 70% commitment of the contracted rooms. If the Hotel is able to achieve a sell-out for any time during the group's stay, the group will not incur any additional charges for the sold out date(s) only.

#### **Option 2:**

Because of the high demand over the dates of your meeting, the Hotel is unable to provide any opportunity of slippage or attrition. Therefore, **NC Association of Blood Banks** shall be responsible for 100% of the above contracted sleeping room commitment.

### **RESERVATION METHOD:**

In order for your guests to make their **individual reservations** as conveniently as possible, please advise them to contact one of our Reservations Departments as shown below. It is important for group reservations to be received by our Reservations Department no later than **Sunday, 8/23/2020**. After the cut-off date, no reservations will be guaranteed at the special group rate. Hotel will provide booking link and webpage for group. Process takes 48 hours from request.

#### **In-House Reservations:**

Local: (919) 828-0811  
Toll Free: 1-800-331-7919

#### **On-Line Reservations:**

Your group may request a Personalized Online Group Page at no additional charge which can be emailed to attendees and will allow for them to book their reservations online. This process must be started by your sales manager, but Hilton creates the page. This normally takes several business days. Group leaders can also monitor their blocks by using Hilton Guest List Manager which is a feature that can be activated for free with Hilton Honors membership. Please ask your room sales manager for details.

### **CHECK-IN/CHECK-OUT TIME:**

**Check-in Time: 3:00 PM.**      **Check-out Time: 11:00 AM**

All guests arriving before the scheduled time will be accommodated, as rooms are available.  
Our Front Desk will be happy to provide luggage storage in the event rooms are not available.

### **INDIVIDUAL CANCELLATION & NO SHOW FEE:**

Individuals within the group, canceling their reservations must do so 72 Hours prior to arrival. Failure to do this will result in a charge that is equal to the first night's stay. Failing to call or show before 2:00 am on the date of arrival will result in cancellation of the remainder of their reservation and a charge equal to the first night's stay. For groups that are paying for their attendee's sleeping rooms, late cancellation or not showing up will result in a charge of one night's rate to the group's master account.

### **COMPLIMENTARY/UPGRADE POLICY:**

The Doubletree Raleigh will provide:

- one (1) complimentary room for every 40 rooms paid per night
- 2 suite upgrades at group rate
- 4 welcome amenity
- Complimentary wifi in meeting and public spaces
- 6 Deluxe Level upgrades

### **HILTON HONORS EVENT PLANNER POINTS:**

The included events qualify for Hilton Meeting Planner Rewards Points. If you would like to receive Hilton Honors points following the conclusion of these events and payment in full, please include the following:

- Name of Individual(s) to receive points for this booking(2 max):



**MEETING ROOM POLICY:**

**(Client Initials)** RBP

| Date      | Start Time | End Time | Function | Room                         | Setup             | Agr | Room Rental |
|-----------|------------|----------|----------|------------------------------|-------------------|-----|-------------|
| 9/13/2020 | 12:00 PM   | 5:00 PM  | Meeting  | Roosevelt Room               | Chevron Classroom | 100 |             |
| 9/14/2020 | 8:00 AM    | 5:00 PM  | Meeting  | Roosevelt Room               | Classroom         | 100 |             |
| 9/14/2020 | 8:00 AM    | 5:00 PM  | Exhibits | Washington/Jefferson/Lincoln | Exhibits          | 25  |             |
| 9/14/2020 | 12:00 PM   | 2:00 PM  | Lunch    | Sessions Room                | Rounds of 8       | 100 |             |
| 9/15/2020 | 8:00 AM    | 5:00 PM  | Meeting  | Roosevelt Room               | Classroom         | 100 |             |
| 9/15/2020 | 8:00 AM    | 5:00 PM  | Exhibits | Washington/Jefferson/Lincoln | Exhibit 6' Table  | 25  |             |
| 9/15/2020 | 12:00 PM   | 2:00 PM  | Lunch    | Sessions Room                | Rounds of 8       | 100 |             |

**FOOD AND BEVERAGE GUARANTEE:**

**(Client Initials)** RBP

Based on the approximate number of guests stated above, a minimum of **\$10,000.00 (excluding tax and gratuity)** in banquet food and beverage must be spent on this event. This minimum does not include service charges, taxes, or any other miscellaneous charges that may be incurred. Should your total banquet food and beverage dollars drop below the minimum; the remaining difference in revenues will be assessed as room rental.

**Food and beverage are subject to 23% service charge and 8.25% tax (7.25% sales & 1% prepared foods). Room rental and audio visual are subject to 23% service charge and 7.25% sales tax for setup and teardown.**

**CATERING**

**(Client Initials)** RBP

A confirmation of attendance, referred to as the guarantee, is required by the Hotel at least 3 business days in advance of the function. Guarantees must be received by Noon. This will be considered your minimum guarantee for which you will be charged, even if fewer guests attend. The Hotel will be prepared, however, to serve 3% over the guarantee. If no guarantee is received by the Hotel, the Hotel will assume the guarantee to be the agreed number indicated on either the banquet event order or this contract-whichever is more recent.

**MEETING ROOM CHARGE:**

**(Client Initials)** RBP

**Option 1:**

Meeting room charge is based upon the number of occupied guestrooms and planned food and beverage events. Based on your room commitment and current function(s), the room rental will be waived with food & beverage minimum.

**BANQUET EVENT ORDERS:**

Approximately seven to fourteen days prior to the beginning of your event, a catering representative will contact you and assist you in coordinating all aspects of your event(meeting room setups, menu preparation, audio-visual needs etc). Our catering menus can be viewed at <http://www.brownstonehotel.com/> and making selections ahead of time will expedite the process. We appreciate the trust that you have placed in us and are committed to exceeding your expectations by providing the finest in professional service.

**METHOD OF PAYMENT: Client request Direct Bill**

**DIRECT BILLING:**

If the organization wishes to establish credit with the hotel, a **DIRECT BILLING APPLICATION** must be received along with the signed contract so that our Accounting Department can properly authorize Direct Billing. We may require that your direct billing application be updated periodically, pending the group's arrival date, so that we can maintain current information in our files. If no credit is established with the hotel, the payment procedures as stated below will apply.

**CANCELLATION POLICY:**

**(Client Initials)** RBP

Termination of this contract will result in the following penalty for the group:

| Cancellation Notification (Prior to Event) | % Penalty | Estimated Total Guest Room Guarantee | Catering F&B Minimum |
|--|-----------|--------------------------------------|----------------------|
| 180 days to 12 months                      | 25%       | \$ 1946.00                           | \$2500.00            |



|                                 |      |           |            |
|---------------------------------|------|-----------|------------|
| 120 days to 179 days            | 50%  | \$3892.00 | \$5000.00  |
| 30 days to 119 days             | 75%  | \$5838.00 | \$7500.00  |
| 29 days to the day of the event | 100% | \$7784.00 | \$10000.00 |

## **ADDITIONAL TERMS AND CONDITIONS**

***(Client Initials)*** **RBP**

### **Meeting Space Assignment/Reservation:**

The Hotel will assign space based upon the number of guests indicated at the time the function is booked. The hotel reserves the right to make changes to the assigned space at any time with written notice to the Group.

It is critical that the Group adheres to the times agreed upon for your function in this contract as other groups may be scheduled for the same room prior to or following your event. Any change in the arrival or departure times may be subject to an additional fee. Please contact our Sales & Catering office should you need to request a time change.

### **Food & Beverage:**

All food served in the public meeting areas must be supplied and prepared by the Hotel. Violation of this policy will result in a \$10 fee per person in attendance.

All alcoholic beverages consumed in the public areas of the hotel including meeting rooms must be served by the hotel's staff. The Hotel as a licensee is responsible for abiding by the regulations of the North Carolina Alcoholic Beverage Commission. Any groups who would like to bring in outside alcohol (champagne toasts etc) must make the hotel aware of this prior to executing this contract. If outside alcohol is permitted by the hotel, it must be served by hotel staff and may be subject to additional corkage fees.

### **Leftover Policy:**

In accordance with the Wake County Health Department recommendations regarding food health and safety, it is the Doubletree by Hilton Raleigh Brownstone's policy that all leftover food remains the property of the in-house caterer and cannot be removed from the event space by the Client. This policy is intended to limit the risk of food-borne illness due to improper handling of storage of leftover food items. All leftover food will be disposed of by the caterer at the conclusion of the function.

### **Menu Selections:**

In order to guarantee selected menu items, your menu selections should be submitted to the Sales & Catering office at the time banquet events orders (BEOs) are created by the catering sales team - normally one to two weeks prior to your events. Menu prices are subject to change up to 90 days prior to the function but are guaranteed to change no more than 15% for every year between the time the contract is signed and the actual event date.

### **Function Room Fees:**

The Hotel reserves the right to charge additional labor or room reset fees for the setup of meeting rooms with extraordinary requirements and /or last minute changes. The minimum amount for this fee will be \$250. Any extraordinary or unusual requirements should be discussed with your Sales Manager prior to booking and they should be included in this contract in writing to avoid these fees.

### **Music and Entertainment Requirements:**

**Any Group planning music (Live or DJ) of any kind are required to disclose this to the Hotel prior to the execution of this contract.**

In certain instances, this may cause a disruption to other groups or guests and the hotel must have the opportunity to fully evaluate the situation prior to extending this contract to the Group. Failure to disclose this may result in a penalty or full cancellation of this contract by the Hotel and forfeiture of any deposits made by Group. The use of smoke machines are not permitted in any of the event spaces by the mentioned entertainment.

### **Audio-Visual Services:**

Audio Visual services are provided by JSAV Incorporated at an additional charge. Please request a brochure for availability and pricing. Audio Visual services that have been ordered must be cancelled a minimum of 72 hours prior to the start of the event to avoid a cancellation penalty of 100% of the cost of the items.

### **Signs & Banners:**

The Hotel has the following policy with respect to signs in the conference and meeting area. We reserve the right to approve all signage. All signs must be professionally printed. Printed signs outside function rooms should be free standing or on an easel. The affixing of anything to the walls, floor or ceiling with nails, staples, tape or other means without written approval by the hotel is strictly prohibited. Violation of this policy will result in a \$500 penalty along with the cost of repair and/or replacement of any damaged hotel property.

**Shipping/Articles left behind:**

It is critical that the Group makes the Hotel aware ahead of time, of plans to ship any items to the hotel. As a general rule, the hotel will agree to receive and store up to five (5) packages three (3) working days prior to the event with proper notification and approval by your hotel sales contact. There will be a \$25 handling/storage fee for each package beyond five or for items received earlier than three working days prior to the start of the event. Box labels must include Group Name, Hotel Contact and Date of Event. Any freight or items in excess of 50 pounds must be prearranged with your hotel sales contact or the hotel may refuse items. For any deliveries of pallets it is a requirement that the shipper arranges for the pallets to be brought inside the building by the shipping company. The hotel will not assume liability for damage or loss to any merchandise or articles shipped to our facility or left behind after the conclusion of an event.

**Service Charge:**

The customary 23% taxable service charge and state/county tax are in addition to the prices shown on our menu or in this contract, unless it is listed as "inclusive".

**Linens/Decorations:**

Our catering department will be pleased to assist you with additional information regarding linens and decorations. The hotel will provide linens from our inventory for your function. Any special requests for linens not within our inventory will be at the Group's expense.

**Advertising & Ticket Sales:**

The sale of tickets to the general public in advance or at the door to events at our hotel is strictly prohibited.

Any group that intends to advertise on the radio, television or internet and plan to sell tickets must disclose this information to your group sales contact before this contract is signed, and the specifics are required to be written into this contract.

Hotel management must approve all advertisements utilizing the Hotel's name, address, web address, phone number, logo, picture or likeness in advance of print, publication or broadcast. Ticket sales or advertisement not disclosed may result in the release of your space, cancellation of this contract, and forfeiture of all deposits.

**Damage Clause:**

Group agrees to be responsible and reimburse the hotel for any damage done by Group, Group's guest, independent contractors or other agents that are present at the Group's request. Hotel may charge Group's Master Account for all such damages. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive by reason of this paragraph, any defense that it may have with respect to such Claims.

**Security/Group Property:**

The hotel may require for certain events, unarmed security guards be provided at the Group's expense. All privately contracted security firms must be licensed, insured and pre-approved by the hotel.

Group agrees that hotel will not be responsible for safe-keeping of equipment, supplies, written material or other valuables left in the function rooms, guest rooms or anywhere on the hotel property other than the Hotel Safety Deposit Box. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in the Hotel's Safety Deposit Box. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by hotel staff, other than as provided in this agreement.

**Insurance:**

Property of group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under the Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

**Force Majeure:**

The performance of this agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including acts of God, war, governmental regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This contract may be terminated for any one of the above reasons by written notice from Hotel or Group.

**Dispute Resolution:**

Hotel and Group agree to use their best efforts to resolve any disputes under this contract through informal means. In the unlikely event that formal action must be taken, this contract will be interpreted in accordance with the laws of the State in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable

attorney fees as fixed by the Court, both at trial and appellate levels, and in any bankruptcy case and post judgment proceedings. To the extent allowed by law, the parties hereto waive the right to jury trial in any action or proceeding regarding this agreement.

**Miscellaneous:**

The persons signing this agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Contract that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Contract invalid.

Group may not assign or transfer this Contract without written consent of the Hotel.

**FIRST RIGHT OF REFUSAL:**

The outlined agenda and group room block is being held for you on a **first right of refusal basis**. Should we have another buyer for your outlined space and rooms before the decision due date of **Wednesday, 4/17/2019**, we will notify you immediately of the interest from another party. Once notified you must sign the contract within **24** hours or by the contract due date, whichever comes first. If you are unable to sign the contract within the time allotted, all rooms and space being held for your organization will be released without any responsibility on the part of the hotel.

**ACCEPTANCE:**

Please sign and return a copy of this Agreement by **Wednesday, 4/17/2019**. This Agreement will constitute a binding contract between the parties. The individuals below represent that each is authorized to bind his or her party to this Agreement. If this Agreement is not received by the date above, the Hotel reserves the right to release all rooms and space referred to herein.

DoubleTree Raleigh Brownstone-University and NC Association of Blood Banks have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below. By signing below, the organization's authorized representative agrees to all sections and policies listed throughout this agreement.

|  |                                 |                  |
|--|---------------------------------|------------------|
| <i>Rhonda B Parsons</i>                    | Local Arrangements Chair, NCABB | April 17, 2019   |
| <i>Organization's Authorized Signature</i> | <i>Title</i>                    | <i>Date</i>      |
| <i>[Signature]</i>                         | <i>Mercedes Harris</i>          | <i>4/17/2019</i> |
| Mercedes Harris                            | Catering Sales Manager          | Date             |
| <i>[Signature]</i>                         |                                 | <i>4/17/19</i>   |
| Derek Allen                                | Director of Sales               | Date             |