



GROUP SALES AGREEMENT

December 14, 2015

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Richmond Marriott, 500 East Broad Street, Richmond, VA, 23219, (804) 643-3400 and Democratic Party of Virginia and outlines specific conditions and services to be provided.

ORGANIZATION: Democratic Party of Virginia

CONTACT: Name: Kees Nordin
Job Title: Event Contact
Street Address: 710 West Franklin Street
City, State/Province: Richmond, VA 23223
Phone Number: (502) 216-5459
E-mail Address: kees@vademocrats.org

Tom Bureo
919 E. Main St. #2050
RVA 23219
718-702-3067
tom@vademocrats.org

HOTEL/CONTACT: Richmond Marriott Downtown
Name: Jennifer Hunt
Street Address: 500 East Broad Street
City, State/Province: Richmond, VA 23219
Phone Number: 804/343-6902
Fax Number: 804/649-3725
E-mail Address: Jennifer.hunt@whitelodging.com

NAME OF EVENT: VA Democratic Party Room Block
REFERENCE #: M-5EC89E9
OFFICIAL PROGRAM DATES: Friday, 02/19/2016 - Sunday, 02/21/2016
ANTICIPATED ATTENDANCE: 50

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Democratic Party of Virginia agrees that it will be responsible for utilizing, 75 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Run of House Guest Room	Total Rooms
02/19/2016	Fri	25	25
02/20/2016	Sat	50	50

GROUP ROOM RATES

Based upon Democratic Party of Virginia's total program requirements as outlined in this agreement, Hotel confirms the following group rates (net of all taxes):

Single: \$149.00
Double: \$149.00
Triple: \$159.00
Quads: \$169.00

Hotel room rates are subject to applicable state and local taxes (currently 13%) in effect at the time of check-out.

COMMISSION

The group room rates listed above are net non-commissionable. Democratic Party of Virginia 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 (804) 643-3400 or by hotel provided web-link.

CUTOFF DATE

Reservations by attendees must be received on or before **5:00pm, Friday, January 29, 2016** (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 Democratic Party of Virginia group rate after this date.

Release of rooms for general sale following the Cutoff Date does not affect Democratic Party of Virginia's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

NO ROOM TRANSFER BY GUEST

Democratic Party of Virginia agrees that neither Democratic Party of Virginia 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 Democratic Party of Virginia reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

MASTER ACCOUNT

Hotel must be notified in writing at least 15 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

The method of payment of the Master Account will be established upon approval of Democratic Party of Virginia's credit. If credit is approved, the outstanding balance of Democratic Party of Virginia Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Democratic Party of Virginia will raise any disputed charge(s) within 15 days after receipt of the invoice. The Hotel will work with Democratic Party of Virginia 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 within thirty (30) days of the date on which it was due, 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.

Democratic Party of Virginia has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- _____ [agreed alternative]

Democratic Party of Virginia may not change this form of payment.

In the event that credit is not approved, Democratic Party of Virginia agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

BILLING ARRANGEMENTS

The following billing arrangements apply: Individual to Pay

ROOMS ATTRITION

Hotel is relying upon Democratic Party of Virginia's use of the Room Night Commitment. Democratic Party of Virginia agrees that a loss will be incurred by Hotel if Democratic Party of Virginia's actual usage is less than 80% of the Room Night Commitment.

If Democratic Party of Virginia's actual usage is less than 80% of the Room Night Commitment, Democratic Party of Virginia agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Democratic Party of Virginia's actual usage, multiplied by the average group room rate, plus applicable taxes.

CANCELLATION

Democratic Party of Virginia acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of Democratic Party of Virginia's obligation to Hotel and Hotel would be harmed. Because Hotel's harm (and Democratic Party of Virginia's obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Democratic Party of Virginia agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Hotel's actual harm.
- (b) Due to the short period of time between the execution of this Agreement and the Event dates, and/or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms or function space on a "last-sale" basis in the event of a Cancellation.
- (c) The amount set forth below reasonably estimates Hotel's harm for a Cancellation.

Democratic Party of Virginia therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, **\$8,940.00** plus applicable taxes. Provided that Democratic Party of Virginia timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Democratic Party of Virginia relating to the Cancellation.

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, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or 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.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Democratic Party of Virginia 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.

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

Democratic Party of Virginia 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 does not apply to customers that are not part of the U.S. federal government. This section describes the Hotel's obligations as a federal contractor.

Hotel 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.

Hotel (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.**

Hotel 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, Hotel 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.

REWARDS PROGRAM - REWARDING EVENTS

Approximately (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Democratic Party of Virginia 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(s) identified below:

Rewarding Events program 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.

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 Thomas Buneo
Marriott Rewards Program Member Number 335935227

*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 Rewards Program Terms and Conditions, as in effect at the time of award. The Rewards Program Terms and Conditions are available on-line at <http://www.marriott.com/rewards/terms/earning.mi>, and may be changed at the sole discretion of the Rewards Program at any time and without notice.

The individual(s) 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 Rewards Program Terms and Conditions apply.


ACCEPTANCE

When presented by the Hotel to Democratic Party of Virginia, this document is an invitation by the Hotel to Democratic Party of Virginia to make an offer. Upon signature by Democratic Party of Virginia, this document will be an offer by Democratic Party of Virginia. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Democratic Party of Virginia at any time prior to Democratic Party of Virginia's execution of this document, the outlined format and dates will be held by the Hotel for Democratic Party of Virginia on a first-option basis until **December 21, 2015**. If Democratic Party of Virginia 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, Democratic Party of Virginia 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 Democratic Party of Virginia.

Name: (Print) Thomas Buneo
Title: (Print) COO
Signature: 
Date: 12/21/15

Approved and authorized by Hotel:

Name: (Print) Jennifer Hunt
Title: (Print) Senior Sales Manager
Signature: _____
Date: _____