



Wingate by Wyndham State Arena Raleigh/Cary

6155 Corporate Ridge Road, Raleigh, NC 27607
 Ph: 919-847-7383 Fax: 919-809-8488

GROUP SALES AGREEMENT

This Agreement is made and entered into as of August 6, 2012 by and between the Wingate by Wyndham State Arena Raleigh/Cary and St. Michael Church Conference Group agrees that the terms of this Agreement are based upon the information provided by Group below. If information provided by Group materially changes or is incorrect, this Agreement may be terminated pursuant to Section 5.

Post As:	St. Michael Church Conference	Today's Date:	August 6, 2012
Name Of Group:	St. Michael Church Conference	Salesperson:	Samantha Myszelow
Contact:	Walter Adigwe	Telephone:	919-809-8520
Address:	6711 Harter Ct.	Fax:	919-809-8488
		e-mail Address:	Samantha@ncraleighhotel.com
City:	Raleigh		
State:	NC	Zip:	27610
Telephone:	919-395-5202	Cell:	
		On-site Contact:	
		e-mail Address:	

Arrival Date: Friday, April 26, 2013 **Departure Date:** Sunday, April 28, 2013

SECTION 2: SLEEPING ROOMS

2.1 GUEST ROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for Group's use but does not guarantee any particular room type nor does it guarantee that rooms will be in proximity to each other.

Date	Rate	04/26/2013	04/27/2013	04/28/2013
Day		Fri	Sat	Sun
King	\$74.00	25	25	C/O
Double Queens	\$74.00	15	15	
Rooms		40	40	

- * Check-In time is 3:00 p.m. or later. Anyone arriving prior to 3:00 p.m. will be accommodated as soon as possible, but should be advised that there may be a wait.
- * Check-out time is 12:00 p.m. Arrangements can be made for baggage storage with our front desk staff

2.2 GUEST ROOM RATES

King	\$74.00
Queen/Queen:	\$74.00

- ❖ Room rates are based on single or double occupancy. Children under the age of 18 stay free with a paying adult.
- ❖ Hotel room rates are subject to applicable state and local taxes. All rates are net and non-commissionable.
- ❖ Any "No Shows" are subject to the fee of one night's lodging plus the applicable taxes.
- ❖ All cancellations must be made by 3:00pm the day prior to arrival otherwise individual/group will be billed for one night's lodging plus occupancy tax.
- ❖ Specific room types and special accommodations may be requested but are not guaranteed.

2.3 CUT-OFF DATE:

All reservations must be made using the reservation method listed in Section 2.4 by **03/27/2013**. Any reservation(s) made after the cut-off date are subject to availability and to hotel's best available rate.

2.4 RESERVATION METHOD

INDIVIDUAL CALL-IN: group member reservations will be made by calling hotel directly at (919) 847-7383 by **03/27/2013**. Individuals must identify themselves as part of the "Specified Group Name" in order to receive the group rate. Individuals must provide a credit card to guarantee their reservation. Any reservation requests made after the cut-off date are subject to availability and to hotel's best available rate.

SECTION 3: BILLING/CREDIT PROCEDURES

3.1 BILLING INSTRUCTIONS:

CHARGE TYPE	PAYMENT METHOD
Room and Tax Charges:	Individual Pay
Method of Guarantee & No-Show Charges:	Credit Card
Incidental Charges:	Individual Pay
Catering Charges:	Individual Pay

3.2 GROUP PAYMENT REQUIREMENTS:

Group is required to complete the hotel's credit card authorization form and return upon the execution of this agreement. A credit card authorization is required for all groups. Should the group fail to produce a confirmed method of payment with the signed contract, the hotel reserves the right to release all meeting space and sleeping rooms.

3.3 AUTHORIZED SIGNERS

Please list the individuals that have the authority to sign for charges to the group's Master Account:

Name: _____

Name: _____

Name: _____

3.3 INCIDENTALS: Incidental expenses of Group members will be the responsibility of each guest. The guest will be expected to leave a valid credit card or a cash deposit in the amount of \$100.00 with the hotel at the time of check-in. It will be Group's responsibility to inform its members of this requirement.

SECTION 4: CANCELLATION/ATTRITION

4.1 SLEEPING ROOM ATTRITION:

Should your actual room night usage fall 20% below your contracted room block per night, you will be responsible for the full revenue difference between your actual room night usage and 80% of your contracted room block for each night.

4.2 CANCELLATION:

We have agreed that the hotel loses substantial revenue upon the unexpected cancellation and/or reduction of guestrooms. The amounts of those losses are often difficult or impossible to determine. Accordingly, we have agreed that the following payments are fair and reasonable and shall be due and owing as liquidating damages.

If group cancels...	Group must pay...
30 calendar days prior to arrival date	\$600 cancellation fee

** THE PERCENTAGES ABOVE REFER TO ANTICIPATED SLEEPING ROOM REVENUES LESS ALLOWABLE ATTRITION*

4.3 HOTEL CANCELLATION: If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space. Hotel will work with Group to arrange for comparable space in the same vicinity of the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damage

SECTION 5: MISCELLANEOUS

- 5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel and Group may not use Hotel logo/name on any promotional brochures or ads without approval of the General Manager of Hotel. Damages caused will be billed to Group.
- 5.2 **SHIPPING AND PACKAGES:** Group must notify Hotel of all packages being sent to Hotel. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages. Please include group name on all packages sent to the hotel.
- 5.3 **DAMAGE CLAUSE:** Group agrees to assume all liability and indemnify Hotel for expense of any damage to Hotel caused by its members. Hotel may charge Group's Master Account or directly bill Group for all such charges. 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 cause by Group's negligence or intentional misconduct.
- 5.4 **GROUP'S PROPERTY:** Group agrees and acknowledges that Hotel will not be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 5.5 **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, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 5.6 **PAYMENT:** Payment of all invoices is due upon receipt. Group will be responsible for any collection fees, attorney fees or other costs in connection with Hotel's attempt to collect all amounts due hereunder.
- 5.7 **RIGHT OF HOTEL TO TERMINATE:** If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 4 above.
- 5.8 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

SECTION 6: ACCEPTANCE OF CONTRACT

If a signed copy of this Agreement has not been received by the Hotel prior to **08/17/2012**, Hotel shall have the right to contract with other parties for the use of the room block and meeting rooms without further notice to Group. If Hotel receives a request for the Group's room block prior to **08/17/2012**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. If Hotel does not receive Group's signed Agreement within three (3) working days, Hotel will have the right to contract with another party without any further notice to Group.

This contract shall become effective between both parties when signed by an authorized representative of each organization in the space indicated below and shall be construed under the laws of the State of North Carolina.

X _____ HOTEL REPRESENTATIVE SIGNATURE	X _____ AUTHORIZED REPRESENTATIVE SIGNATURE St. Michael Church Conference
_____ PRINTED NAME & TITLE	_____ PRINTED NAME & TITLE
_____ DATE	_____ DATE