



KINGSGATE CONFERENCE CENTER

AT THE UNIVERSITY OF CINCINNATI

 **Marriott** Conference Centers

FEATURES OF THE MARRIOTT KINGSGATE CONFERENCE CENTER:

- 20,000 sq. ft State of the Art Meeting Facility
- Meeting Space Includes a (3) Section 5355 sq. ft Ballroom, (2) Amphitheaters, (2) Boardrooms, (7) Conference Rooms, (9) Breakout Rooms
- Conference Rooms Feature Sound-Proof Walls, Ergonomic Chairs, Hard Writing Surfaces, Built-In A/V Equipment, Dedicated Conference Services Staff
- 206 Beautifully Appointed Guest Rooms with Hairdryers, Irons, Coffee Makers, Weekday Newspaper
- 24 Hour Business Center; Fitness Center with Dry Sauna; Gift Shop
- Caminetto Restaurant and the Bearcat Lounge with Terrace Dining Available

To:	From: Sales Manager
Company: University of Cincinnati	E-mail:
Date:	Phone:

COMMENTS:

Carefully review attached Sales Agreement – if there are any changes to be made, contact your Sales Manager – this agreement confirms the date, the amount of space we are holding for your event and pricing agreed to – final details will be done with your Event Manager at a later date.

PLEASE NOTE THAT THE CONTRACT REQUIRES THE SIGNATURE OF THE COLLEGE DEAN OR DIVISION HEAD ONLY. ONCE OBTAINED, PLEASE SEND THE CONTRACT TO PALLAVI PATEL FOR FINAL SIGNATURE.

The contract will then be forwarded to the hotel.

COMPLETE MEETING PACKAGE RATES (Minimum 10 Rooms)

(Clause used for: CMP)

Single Occupancy CMP Rate: \$ Per Person

Double Occupancy CMP Rate: \$ Per Person

The Complete Meeting Package Rate (CMP) is per person, per night charge and includes:

Overnight Guest Room

General Session Room

One LCD Projector and Screen per Day

Full Breakfast Buffet, Lunch Buffet and Dinner in Caminetto Restaurant

All Day Break Station to Include Continental Breakfast, Afternoon Break and Continuous Beverage Service

All Applicable Service Charges & Gratuities

*CMP Prices subject to occupancy and sales tax at time of check-in – currently 10.5% and 6.5%

GUEST ROOM MINIMUM REVENUE REQUIREMENT:

(Clause used for: Rooms or CMP)

(Total # RN) Guest Rooms x Rate x 80% = \$ xx,xxx

ROOMS ATTRITION (Clause used for: Rooms or CMP)

Marriott Kingsgate Conference Center is relying upon University of Cincinnati’s use of (TOTAL CONTRACTED NUMBER) **Total** Room Nights. University of Cincinnati agrees that a loss will be incurred by the Marriott Kingsgate Conference Center if University of Cincinnati’s actual usage is less than (insert 80% of total room nights) of the Room Night Commitment.

If University of Cincinnati’s actual usage is less than 80% of the Room Night Commitment, University of Cincinnati agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and University of Cincinnati’s actual usage, multiplied by the average group room rate.

<u>Total # Room Nights Contracted</u> (# that is 80% of TRN) to (Total RN Contracted) Room Nights (#80% of TRN minus 1) or Less	<u>Attrition</u> No Attrition # Rooms Under (80% of TRN) x (Rate)
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COMMISSION

(Clause used for: Rooms or CMP)

The group room rates listed above are net non-commissionable. University of Cincinnati will advise its designated agency (ies) of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

METHOD OF OVERNIGHT ROOM RESERVATIONS (Select one of the options below)

(Clause used for: Rooms or CMP)

- Each individual responsible for calling in their own reservations by no later than ___/___/___ 12:00:00 AM
If individuals are making their own reservations, they will need to call 888-720-1299 and mention the ___ Conference group name in order to receive the discounted group rate.
- University of Cincinnati to provide Marriott Kingsgate Conference Center with a Rooming List by no later than ___/___/___

CUT-OFF DATE

(Clause used for: Rooms or CMP)

Overnight Room Reservations OR Rooming List by attendees must be received on or before _____, _____. At the Cut-Off Date, Marriott Kingsgate Conference Center will release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space-and rate-available basis at the University of Cincinnati group rate after this date.

GUARANTEED RESERVATIONS

(Clause used for: Rooms or CMP)

All reservations for guest arrival after 6 P.M. must be accompanied by a first night room deposit, or guaranteed with a major credit card or by University of Cincinnati. Marriott Kingsgate Conference Center will not hold any reservations past 6 P.M. unless secured by one of the above methods.

NO SHOW POLICY

(Clause used for: Rooms or CMP)

Guest rooms held through your start date and not used will be billed to your organization for 100% of the lost Complete Meeting Package revenue for each room, each night.

GUEST ROOM BILLING ARRANGEMENTS:

The following billing arrangements apply for guest rooms: **(Select one of the options below)**

(Clause used for: Rooms or CMP)

- Individuals Pay Their Own Room, Tax and Incidentals
- Room & Tax Posted to Master Account
- Room, Tax and Parking Posted to Master Account
- Complete Meeting Packages Charges to Master Account – Individuals Responsible For Their Own Incidentals
- All Charges to Master Account
- Split Billing - \$_____ to be charged to the individual; \$_____ + tax charged to the Master Account. Individuals will be responsible for their own incidental charges upon check-out.

UC DAY MEETING PACKAGE RATES (DMP)

(Clause used for: Rooms, DMP or Catering)

The Day Meeting Package is a **\$xx.xx per person**, per day charge (minimum 35 people). The DMP rate includes:
 General Session Room
 One LCD Projector and Screen per Day
 Buffet Lunch in Restaurant
 All Day Break Station to Include Continental Breakfast, Afternoon Break and Continuous Beverage Service
 All Applicable Service Charges & Gratuities

*If guarantee for DMP guests is less than 35 people, the DMP price will be **\$xx.xx** per person

UC ½ DAY MEETING PACKAGE RATES (1/2 DMP)

(Clause used for: Rooms, DMP or Catering)

The ½ Day Meeting Package (1/2 DMP) is \$xx.xx per person (minimum 35 people) and includes the following:

General Session Meeting Space
 One LCD Projector & Screen per Day
 Continental Breakfast OR Afternoon Break
 Continuous Beverage Service
 All Applicable Service Charges on Above Items

To Add Buffet Lunch in Restaurant to Half Day Meeting Package – Package Price is \$___ Per Person

If guarantee for Half Day Packages is less than ____, add \$___ Per Person, Per Day

ESTIMATED COST BREAKDOWN

(Clause used for: Rooms, CMP or Catering)

xx Rooms x # nights @ \$ _____ per room	\$ enter total
xx DMP Packages @ \$xx.xx per person x () days	\$ enter total
xx CMP Packages @ \$xx.xx per person x () Nights	\$ enter total
xx ½ DMP Packages @ xx.xx per person x () days	\$ enter total
Breakout Room Rental	
Catered Meals	
Additional A/V Requested	

TOTAL ESTIMATED COST BREAKDOWN

\$

Less Amount Paid By Guests

MINIMUM REVENUE REQUIREMENT FOR THIS BOOKING: = \$ (Enter 80% of Above Total – Including any amount paid by guests)

(Clause used for: Rooms, CMP or Catering)

Should your expected numbers fall below the minimum revenue requirement, University of Cincinnati agrees to pay for the Minimum Revenue Requirement as stated above.

AUDIO/VISUAL

(Clause used for: Rooms, CMP, DMP or Catering)

Kingsgate Conference Center has an In-House Event Technology Department with over \$1 Million of equipment on-site, and all of our technicians are Marriott MVP certified. The Kingsgate Event Technology staff encourages you to rent our equipment to help insure the success of your event, however, should you use an outside company, and you will need to have a Kingsgate Waiver Agreement signed by the vendor. If you choose to bring in your own equipment, a Projector Support Package is required to make sure your presentation is top notch - the package includes an appropriately sized screen, a specially designed a/v cart to put your projector and laptop on, extension cords, and technical assistance getting connected - cost is \$125.

COMPLIMENTARY AUDIO VISUAL EQUIPMENT (Package)

(Clause used for: CMP or DMP)

One LCD Projector and Screen is included in your package price. A service charge will be applied to all additional equipment ordered – currently 24% - subject to change.

MASTER ACCOUNT BILLING ARRANGEMENTS

(Clause used for: Rooms, CMP, DMP or Catering)

The following billing arrangements apply: Campus Services Department Charge Card (CSDC) or a U.C. Procurement Card will be used for all charges for this event for Package Rates, Meeting Space, Audio-Visual and Food and Beverage.

The method of payment of the Master Account will be established by Pre-Authorized Charge.

The outstanding balance of the University of Cincinnati's Master Account (exclusive of disputed charges) will be charged 14 days after receipt of statement. University of Cincinnati will raise any disputed charge(s) within 14 days after receipt of the statement. The Conference Center will work with University of Cincinnati in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute.

MASTER ACCOUNT

(Clause used for: Rooms, CMP, DMP or Catering)

Marriott Kingsgate Conference Center must be notified at least 7 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.

The University of Cincinnati Tax ID Number is: 31-6000989.

Charges to be paid by (PLEASE SELECT ONE) - required for approval:

Campus Services Department Charge _____
(16-digits)

UC Procurement Card (If University wishes to pay any portion of its obligation by credit card, the credit card information must be entered into our secure online web-site. A Credit card Information Request email will be sent to the contract initiator upon receipt of the signed contract)

Direct Bill (Payment by check) – Send Invoice to: Name: _____

Address: (cannot be a P.O. Box) _____

PARKING (Select one of the options below)

(Clause used for: Rooms, CMP, DMP or Catering)

Marriott Kingsgate Conference Center offers a covered parking garage underneath the facility, which is operated by the University of Cincinnati

- Parking is NOT included in your package price
- Event Passes may be purchased at \$5.00 per pass if parking will be charged to the Master Account
- Current Overnight Parking rate - \$9.00 (currently) per car

FUNCTION INFORMATION AGENDA/EVENT AGENDA

(Clause used for: Rooms, CMP, DMP or Catering)

Based on the requirements outlined by University of Cincinnati, Marriott Kingsgate Conference Center has reserved the following space. **Please review this carefully for specific contracted times, attendance and schedule for your event.** The established times will be followed per this agreement.

The Marriott Kingsgate Conference Center reserves the right to change room assignments. **University of Cincinnati is responsible for abiding by these schedules to accommodate possible commitments for function space prior to and following the events we have reserved for your group.** Marriott Kingsgate Conference Center reserves the right to renegotiate these prices and/or change the assigned functions room (s), in the event of a decrease in the number of expected attendees. In all cases, University of Cincinnati will be advised of the planned changes.

Date	Start Time	End Time	Function	Setup	Agr	Room Rental

PRIVATE FOOD & BEVERAGE

(Clause used for: Rooms, CMP, DMP or Catering)

The private meals/breaks in the Function Information Agenda/Event Agenda are considered upgrades to the standard CMP/DMP rate and the corresponding surcharge incurred will be determined at the time your menu selections are made with your Event Manager.

A final guarantee of your private banquet attendance is required three (3) business days prior to the date of each function. If fewer persons are served than what is designated in the guarantee, you will be charged based on the number of persons designated in the guarantee. A service charge will be applied to all private banquet functions – currently 24% - subject to change.

MINIMUM FOOD & BEVERAGE/MEETING REVENUE GUARANTEE

(Clause used for: Rooms, CMP, DMP or Catering)

A MINIMUM REVENUE GUARANTEE OF (\$xxxxx), exclusive of service charge (currently 24% - subject to change) is required for this event. Should the expected amount fall below the minimum, University of Cincinnati agrees to pay for the minimum revenue - The difference between the expected amount and the minimum revenue guarantee can be charged through upgrades or additions to present food and beverage requirements or through a function set-up fee.

FOOD AND BEVERAGE POLICIES

(Clause used for: Rooms, CMP, DMP or Catering)

- All Food & Beverage must be purchased from the Marriott Kingsgate Conference Center and cannot be removed from the premises.
- The Marriott Kingsgate Conference Center’s liquor license requires that beverages only be dispensed by Kingsgate employees and bartenders.
- Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.
- Price quotations will be guaranteed 6 months out from function
- **A Small Group Fee of \$ will apply for any meal function with a guarantee of less than 25 people**
- Marriott Kingsgate Conference Center reserves the right to make reasonable substitutions in function rooms and/or menu selections in the event of occurrences beyond our control.
- **University funds may not be used for the purchase of alcoholic beverages**
- **Should more than one entrée be selected, client will need to advise method of determining who gets which entrée.**

CANCELLATION

(Clause used for: Rooms, CMP, DMP or Catering)

The amount set forth below reasonably estimates Marriott Kingsgate Conference Center's harm for a Cancellation. University of Cincinnati therefore agrees to pay Marriott Kingsgate Conference Center, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the chart below:

Date of Decision to Cancel	Cancellation Fee Based on Minimum Revenue Requirement
Date of Agreement to 91 Days Prior	50% = (Put \$Amount – 50% of Min Rev Required)
From 46 days to 90 Days Prior	75% =
45 Days or less	100% =

Cancellation Fees based on percentage of Minimum Revenue Requirement and Attrition fees outlined in this Conference Center Group Sales Agreement.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

(Clause used for: Rooms, CMP, DMP or Catering)

Any changes, additions, stipulations or deletions including corrective lining out by either Marriott Kingsgate Conference Center or University of Cincinnati will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved in writing by both parties.

COMPLIANCE WITH LAW

(Clause used for: Rooms, CMP, DMP or Catering)

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Marriott Kingsgate Conference Center and University of Cincinnati agree to cooperate with each other to ensure compliance with such laws.

ACCEPTANCE

(Clause used for: Rooms, CMP, DMP or Catering)

Prior to execution by both parties, this document represents an offer by the Marriott Kingsgate Conference Center. Unless the Marriott Kingsgate Conference Center otherwise notifies University of Cincinnati at any time prior to University of Cincinnati's execution of this document, **the outlined format and dates will be held by the Marriott Kingsgate Conference Center for University of Cincinnati on a first-option basis until _____.**

If University of Cincinnati cannot make a commitment prior to that date, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by the Marriott Kingsgate Conference Center of a fully executed version of this Agreement prior to _____, it will be placed on a definite basis and will be binding upon Marriott Kingsgate Conference Center and University of Cincinnati.

Marriott Kingsgate Conference Center and University of Cincinnati have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

This sales agreement meets the standards approved by the General Counsel of the University of Cincinnati.

SIGNATURE

(Clause used for: Rooms, CMP, DMP or Catering)

Department / Unit Head Approval indicates that the program content of the project meets with the College's or Division's goals and objectives. Approval indicates that all Sales Agreement terms are acceptable and will be followed, and any cost-sharing funds required are available in the College or Division budget.

Name: (Print) _____

Signature: _____

Date: _____

College Dean / Division Head

Name: (Print) _____

Signature: _____

Date: _____

**** NOTE: SCAN and EMAIL OR FAX TO CAMPUS SERVICES – pallavi.patel@uc.edu 556-2572 (F)**

This sales agreement meets the standards approved by the General Counsel of the University of Cincinnati.

Campus Services Authorized Signature

Name: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Marriott Kingsgate Conference Center:

Name:

Title: Sales Manager

Signature: _____

Date: