

### Courtyard by Marriott San Diego Airport/Liberty Station

2592 Laning Road, San Diego, CA 92106 Phone: 619.221.1900 | Fax: 619.221.0900 www.marriott.com/sanal

## **DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between Joe Nguyen and Courtyard by Marriott – 2592 Laning Road, San Diego, CA 92106 and outlines specific conditions and services to be provided.

CONTACT:

Name:

Joe Nguyen

Phone Number:

(619) 708-9716

Address:

211 Oak Valley

Email:

Escondido, CA 92027

joevanagency@gmail.com

NAME OF EVENT:

Vo Truong Toan Alumni Reunion 2010

**OFFICIAL DATES:** 

Friday, July 2, 2010 - Monday, July 5, 2010

#### **GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide a total of 75 room nights for The VTT Alumni Reunion who in return, agrees to be responsible for the following block of rooms.

Day	Friday	Saturday	Sunday	Monday
Date	7/2/2010	7/3/2010	7/4/2010	7/5/2010
King or Queen/Queen	25	25	25	Check-Out

#### **GROUP ROOM RATES**

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

	Standard Rate	VTT Alumni Reunion Discount Rate
Standard Rate:	\$189	\$150

Hotel room rates are subject to applicable state and local taxes (currently 10.5%) in effect at the time of check in.

#### **CONFIRMED ROOM RATE**

The above room rates are net non-commissionable and are confirmed only for the dates outlined in this agreement.

### METHOD OF RESERVATIONS/CUT-OFF DATE

Reservations will be made by individuals calling hotel directly at 619.221.1900 or the toll free number 888-236-2427. We will also have a direct reservation link set up once the agreement this agreement is signed and received by the hotel. In order to receive discounted rate listed above, reservations must be made by Wednesday, June 2, 2010. Once the cut-off date has passed, all unused rooms will be released for sale to the general public at the regular room rate. If the hotel is able to resell all rooms that were released from Joe Nguyen's room block and reach 100% capacity over the program dates listed above, Joe Nguyen will be released of the attrition commitment.

#### **GUARANTEED RESERVATIONS**

Hotel will not hold unsecured reservations, therefore all reservations must be guaranteed with a major credit card or an approved direct bill account.

## **GUEST ROOM CHARGES**

Room, Tax and Incidental Charges will be the responsibility of each individual guest upon check in.

## SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide VTT Alumni Reunion the following special concessions:

• Sleeping Room Rate available 3 days prior and 3 days post, based on availability

### **FUNCTION AGENDA**

Hotel is not holding meeting space for Joe Nguyen at this time. If Joe Nguyen requires meeting space in the future, hotel will make every effort to accommodate requests based on space availability.

# **CHANGES, ADDITIONS AND STIPULATIONS**

Any changes, additions, stipulations or deletions by either Hotel or Joe Nguyen 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.

## **ATTRITION**

Hotel will hold room block listed above and Joe Nguyen will be responsible for up to 85% of the rooms held (including early check outs and late departures). If the hotel is able to resell all rooms that were released from Joe Nguyen 's room block and reach 100% capacity, Joe Nguyen will be released of the attrition commitment.

## **CANCELLATION POLICY**

If Joe Nguyen cancels the block of rooms listed above within 30 days, Joe Nguyen agrees to pay Hotel a cancellation fee of first nights room and tax (25 rooms @ \$150 = total \$3,750) plus applicable taxes within 30 days after cancellation as a reasonable estimate of the harm the cancellation will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages. This cancellation policy is in effect at signature of agreement.

#### **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 litigations, including reasonable attorneys' fees.

## **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 that ten (10) days – after learning of such basis.