



**EMBASSY  
SUITES**  
by HILTON™

Nashville SE Murfreesboro

**MEETING CONTRACT**

This **Meeting Contract** (“Agreement”) is by and between The University of Tennessee (“Group” or “you” or “your(s)”) and **JQH - Murfreesboro Development, LLC, d/b/a Embassy Suites by Hilton Nashville SE - Murfreesboro** (the “Hotel” or “we” or “us” or “our”).

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:		Name of “Event”:	
Title:		Date(s) of Event:	
Responsible Party		Post to Reader Board As:	
Address:		Hotel Contact:	
City, State, Zip:		Title:	
Phone:		Phone:	
Email		Email:	

**MEETING REQUIREMENTS**

We are pleased to offer the following function space based on our understanding of your present needs. Please review the detailed information outlined within to assure that this accurately reflects your requirements.

Date	Start Time	End Time	Function	Setup	Agree	Room Rental

**\* Specific meeting rooms cannot be guaranteed and are subject to change**

The Hotel will provide all of the function space you require in accordance with the schedule of events which is described above. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

**GUARANTEED ATTENDANCE AND MENU SELECTIONS:** Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the catering/conference services office NO LATER THAN 12:00PM, three (3) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to your arrival.

**AGREED MINIMUM FOOD AND BEVERAGE REVENUE FIGURE:** Agreed minimum banquet food and beverage revenue is **\$[amount]** which does not include any other applicable event charges, service charges or applicable

taxes. These figures shall be referred to herein as the “Agreed Minimum Food and Beverage Revenue Figure.” If the Agreed Minimum Food and Beverage Revenue Figure is not met, the balance will be charged as meeting room rental. Group will be responsible for the charges listed on the BEO or the Agreed Minimum Food and Beverage Revenue Figure, whichever is greater, and said charges will be posted as a charge to Group’s Master Account, plus applicable event charges, taxes and service charges.

**SERVICE CHARGE:** A service charge of **24%** will be assessed on all charges relating to your event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your event, plus any applicable state and/or local taxes. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event.

**FORCE MAJEURE:** No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

**AUDIO-VISUAL EQUIPMENT:** Group agrees to work exclusively with Hotel or Hotel’s exclusive audio-visual provider for Group’s audio-visual needs. Any exceptions to using the Hotel or its exclusive provider require Hotel General Manager approval. Applicable service charges and taxes will apply to all audio-visual services, whether provided by the Hotel, Hotel’s exclusive provider, Group or Group’s outside contractor.

**GUEST ROOM RESERVATIONS:** As a consideration for holding your catered event at the Hotel, special sleeping room rates have been established for your Event. All the rooms provided for in your Room Block below will be reserved on a definite basis for you upon signing of this Agreement along with our receipt of your deposit, if required herein. Sleeping room rates are quoted net non-commissionable and exclusive of applicable state and local taxes, fees and assessments.

**GUEST ROOM RATES**

Rates for your meeting are confirmed as follows:

Room	Single Rate	Double Rate	Triple Rate	Quad Rate

Rates for your meeting are Government per diem which is currently \$93.00 or the prevailing government per diem rate during the meeting dates.

	[date]	[date]
	27	27

**AGREED ROOM NIGHT REVENUE:** Total sleeping room nights reserved is **##** for an Agreed Room Night Revenue of **[\$amount]**. All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis.

**ROOM RESERVATION PROCEDURES:** In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed no later than **[date]** (“Reservation Due Date”).

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number: (615) 890-4464. It is important that each of your guests contact the Hotel at least thirty days prior to your arrival date and identify themselves as part of your group, and provide us with guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites), check-in and check-out dates and VIP status. Any requests for special room arrangements must be made at the time of this call. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations to the individual in writing.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

**Guest Room Charges:**

Room and taxes only to master account

Individuals to present credit card at check-in to access ancillary services

**CHECK-IN / CHECK-OUT:** Guest accommodations will be available at 4:00 pm on arrival day and reserved until 11:00am on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure. **Check out before scheduled departure date will result in a \$75 early check out fee.**

**ATTRITION:** We agree to allow for a **10%** reduction in the "Agreed Room Night Revenue Figure" if said reduction is requested by the Reservation Due Date. After the Reservation Due Date, Group will be responsible for the total value of the guestrooms reserved on that date (# of rooms held x room rate) or the original contracted block with attrition, whichever is greater. Any applicable taxes and service charges will be added and posted as a charge to Group's Master Account.

**CANCELLATION:** Group has committed to the functions listed on the above Room Nights Agreement and Schedule of Events. It is understood that Hotel loses substantial revenue upon the unexpected cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group's event is canceled.

If any single function is cancelled, the group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet Agreed Minimum Food and Beverage Revenue Figures as outlined above. If the entire event is cancelled Group agrees to pay Hotel, as follows:

**Cancellation Fee is based on Agreed Room Night and Agreed Minimum Food and Beverage Revenue Figures, plus meeting room rental, service charge, and applicable taxes.**

**Cancelled more than 181 days prior to arrival = 50%**

**Cancelled 91 - 180 days prior to arrival = 75%**

**Cancelled 90 days prior to arrival = 90%**

Written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

#### **BILLING PROCEDURES AND DEPOSIT SCHEDULE:**

1. Deposits: no deposits will be required.
2. Direct Billing for Group: The following items shall be charged to the Master Account: sleeping rooms, applicable tax, banquet food and beverage charges, service charges and applicable taxes, attrition charges, meeting space rental charges, cancellation charges, audio-visual charges and applicable taxes thereon and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of 10 percent of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.
3. Individual guest accounts are payable at check-out by cash or credit card.

A final bill, containing receipts and other back-up information, will be mailed to the Group within 4 business days of the Group's departure. Master Account charges will be paid by ACH transfer. In the event of late payment, any interest on a late payment will not exceed the rate allowable under the Tennessee Prompt Pay Act, Tenn. Code Ann. §§ 12-4-701 et. seq., currently 1.5% per month.

#### **TAX EXEMPT STATUS**

If Group maintains a tax exempt status, Hotel must be provided with a valid exemption certificate. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

#### **INSURANCE**

Hotel agrees to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from Hotel's obligations pursuant to this contract, amounts not less than \$1,000,000.00 per occurrence. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel, and may have a list of approved contractors and vendors. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. The outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

Group is self-insured under the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301 et. seq., which provides worker's compensation coverage and covers certain tort liability for actual damages of up to \$300,000 per claimant and \$1,000,000 per occurrence. Any liability of Group to Hotel and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by Group under this contract will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8- 301, et. seq.

Any liability of the Group to Hotel and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the university under this agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

**ENTIRE AGREEMENT:** This Agreement shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by a representative of the Hotel. Group shall present Hotel an executed version signed by Group's Representative prior to [date]. Upon Hotel's acceptance of this agreement, it will be placed on a definite basis and will be binding upon Hotel and Group.

**Taxes:** Group is tax exempt and will only pay those taxes that are imposed directly on it.

**Food Policy:** No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the group or any of the group's guests. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel.

Though the group's obligation for food and beverage revenue is set forth herein, the Hotel will confirm all banquet food and beverage prices no later than 90 days before the commencement of your meeting, and your Group will confirm all menu arrangements in writing no later than 30 days before the commencement of your meeting. If that confirmation is not received by that date, your requested menu selections may not be available. The number of guests in attendance at each function shall be guaranteed by your group on a banquet event order no later than three business days before the commencement of your meeting. If your actual attendance for each function is less than the guaranteed number of guests, you will be liable for the food and beverage charges for 100% of the guaranteed number. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function.

**Sound / Volume:** Loud music and bands are not allowed in any public areas or meeting rooms during daily business hours. Any use of amplifiers or live music must be approved in advance in writing. The Hotel reserves the right to control decibel levels in all areas of the Hotel. The Group represents and warrants that all copyright and publishing fees for all compositions, materials, or arrangements performed or played at the meeting have been paid by Group in full.

**Retention of Records / Audit:** Hotel shall maintain records for all charges against Group under this agreement. Hotel shall maintain its records for 3 full years after receiving final payment from Group. Hotel shall maintain its records in accordance with generally accepted accounting principles. During the term of this agreement and for 3 years after Group delivers final payment to the Hotel, Group or the Comptroller of the State of Tennessee, or both, may audit Hotel's records related to this agreement.

**Relationship of the Parties:** It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract will be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. Hotel, being an independent contractor, agrees to carry adequate

public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. Group has no liability except as specifically provided in this Contract.

**Illegal Immigrant:** In compliance with the requirements of Tenn. Code Ann. § 12-3-309, Hotel hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this agreement.

**Governing Law:** The internal laws of the State of Tennessee (without regard to its conflict of law principles) govern all matters arising under or relating to this agreement.

**Tennessee Public Records Request:** The University of Tennessee’s obligation to keep information confidential will not apply if disclosure is required by state or federal law or regulations, including without limitation, the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-503.

**Tax Registration:** Hotel must register with, or receive an exemption from, the Tennessee Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this agreement. Hotel shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by Hotel, or Hotel’s subcontractor.

**Maximum Financial Obligation:** The maximum amount that the Group will pay for goods and services under this Agreement is \$----- (“Maximum Financial Obligation”). Group’s Maximum Financial Obligation is not subject to increase for any reason, unless this Agreement is amended by a written amendment that is signed by authorized officials of both parties.

**Signature:** If the parties sign this agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument. The parties agree that signature will be completed electronically, using the DocuSign service.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**ACCEPTED AND AGREED TO:**

**GROUP:** The University of Tennessee

By:

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

**HOTEL:**

**JQH – Murfreesboro Development, LLC  
d/b/a Embassy Suites by Hilton Nashville SE -  
Murfreesboro**

By:

Name: \_\_\_\_\_

Dated: \_\_\_\_\_

Director of Sales:

Name: \_\_\_\_\_

Dated: \_\_\_\_\_



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