



<DATE>

The University of Tennessee

<GROUP NAME>

<CONTACT NAME>

<ADDRESS>

<PHONE>

<EMAIL>

Dear <NAME>:

Enclosed is the contract which has been prepared for your <EVENT DATES> event. Your signature and return of the enclosed copy is needed to confirm these arrangements as definite.

Name, thank you for selecting the <HOTEL>. If you have any questions, or if I can be of assistance to you, please feel free to contact me.

Sincerely,

<SALES MANAGER NAME>

Sales Manager

Enclosure



<HOTEL>

<ADDRESS>

<DATE>

The University of Tennessee

<GROUP NAME>

DATES: <DATES>

OF ROOMS: <# of ROOMS>

ROOMTYPE:

<ROOM TYPE>

GROUP RATES:

<ROOM TYPE> - <RATE>

<ROOM TYPE> - <RATE>

<ROOM TYPE> - <RATE>

REGULAR RATES:

<ROOM TYPE> - <RATE>

<ROOM TYPE> - <RATE>

<ROOM TYPE> - <RATE>

These rates do include complimentary continental breakfast, complimentary welcome home dinner reception (Monday-Thursday), and complimentary high speed wireless and wired internet access. The University of Tennessee is tax exempt, and it will only pay those taxes that are imposed directly on it.

CHECK-IN TIME: After 3:00P.M. or based upon availability.

CHECK-OUT TIME: 12:00 Noon

CUT-OFF DATE: <CUT-OFF DATE>

The guest room commitment will be held until <CUT-OFF DATE> at which time we will release the unused portion of the room block. Additional reservations will be accepted based on availability only and the discounted group rate will not apply after this date.

GUARANTEED ROOMS:

All guest room reservations must be guaranteed with a valid individual guest's credit card or to a direct bill account.

RESERVATION METHOD:

ROOMING LIST - A rooming list must be submitted to the hotel by <CUT-OFF DATE>.

If the hotel has not received the list by this date, the room reservation block will be released and reservations will be taken on the basis of availability and the discounted group rate will not apply.

For your convenience the rooming list can be emailed directly to <EMAIL>.

INDIVIDUAL - Individuals making their own reservations must identify themselves with your group by calling the hotel directly at <PHONE> or by visiting our website at <WEBSITE> and use the



3 letter group code provided with signed copy of agreement, or by calling <800-PHONE #>.

BILLING INSTRUCTIONS:

It is understood that each guest is responsible for all of their own charges. Please let me know if you would like any guest charges to the Master Account.

PAYMENT POLICY:

No personal checks can be accepted for payment of any services rendered. Master Account charges will be direct billed, and The University of Tennessee will pay by University check.

DEPOSIT INFORMATION:

The University of Tennessee has an approved direct bill on file.

BAGGAGE SERVICE:

Baggage service is available at \$3.00 per bag/ round trip.

CANCELLATION CLAUSE:

Should your organization cancel definite arrangements with the <HOTEL>, cancellation will only be accepted in writing on your company or organization letterhead, and the following schedule will apply:

If Canceled Within the Following Time Frame:
More than 30 Days – No Charges Within 30 Days - 100%

*Percentage is applied to total contracted Guest Room, Food & Beverage and Meeting Revenue.

The <HOTEL> agrees to reduce the cancellation fee for any guest rooms resold between the time of cancellation and the dates of the canceled event. Guest rooms resold will be determined after the event has passed, by subtracting the total number of rooms sold that day by the total number of rooms that had been sold prior to the group canceling on the day the group cancelled.

If your organization books and consumes a comparable function within 12 months of cancellation, the cancellation fee will be applied towards that function.

However, should events occur beyond either party's control, such as strikes, acts of God, civil disturbances, which materially affect the party's ability to perform this Agreement, this Agreement shall be terminated without prejudice.

DEFINITE CONFIRMATION:

This signed Agreement serves as a definite confirmation and is legally binding in that the <HOTEL> will be utilized for this function on said specified dates. If acknowledgment is not received by <DUE DATE>, the <HOTEL> reserves the right to release these reservations or renegotiate the agreement.



MISCELLANEOUS:

The University of Tennessee is an agency of the State of Tennessee and, as such, it is not authorized to indemnify or hold harmless other parties. Any liability of the University to the <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 shall be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

In compliance with the requirements of Tenn. Code Ann. § 12-3-309, the 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.

The maximum amount that the University will pay for goods and services under this Agreement is \$_____ (“Maximum Financial Obligation”). The University’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.

Neither party shall be liable for failure or delay in the performance of any duties under this Agreement when such delay or failure is due to causes beyond the party’s control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorist activities; government restrictions; failure of suppliers, subcontractors, or carriers; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

The hotel's agreement to provide you with the accommodations, meeting space and/or other facilities described herein at the rates and prices specified is based upon your representation to us of the requirements for your meeting or other function. Accordingly, the Hotel reserves the right to terminate this Agreement, or to renegotiate the terms thereof, if there are any changes in such requirements.

Name, the <HOTEL> is looking forward to making your <EVENT DATES> stay most enjoyable.

<APPROVED CONTACT NAME>**

The University of Tennessee
Group Name

DATE SIGNED

<SALES MANAGER NAME>

Sales Manager
<HOTEL>

DATE SIGNED

**For approved contacts please refer to <http://treasurer.tennessee.edu/contracts/contractsignature.html>

INDEPENDENTLY OWNED BY <OWNER> AND OPERATED BY McKIBBON HOTEL MANAGEMENT