



## DOUBLETREE HOTEL

AUSTIN

6505 Interstate Highway-35 North

Austin, TX 78752

Phone: 512-454-3737 Fax: 512-419-0102

[www.austin.doubletree.com](http://www.austin.doubletree.com)

This Agreement is made and entered into as of 9/8/09, by and between the Doubletree Hotel Austin (hereinafter referred to as "Hotel") and Texas State Convention of Narcotics Anonymous (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by and Texas State Convention of Narcotics Anonymous below. In the event that the information provided by Group materially changes or is incorrect, then this Agreement may be terminated pursuant to cancellation agreement.

**Texas State Convention Narcotics Anonymous VIII**

**P O BOX 143631**

**AUSTIN, TX 78714-3631**

c/o Mr Steve Keese, (Advisory Board Chair)

c/o Mr Myron Burse (Hotel Liasion)

Mrs Theresa Patridge ( State Convention Chairperson)

Phone: 512-217-0675

Email: tlc2693@yahoo.com

Hotel Representative: Cerissa Beveridge

**Guest Room Accommodations:** Hotel will hold the following block of rooms for Group's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular room type nor does it guarantee that rooms will be in proximity to each other.

	Fri 05/28/10	Sat 05/29/10
Run of House	50	50

Total Room Nights: 100

**Special Guestroom Requests:** Hotel will grant Texas State Convention of Narcotics Anonymous the following special guestroom requests. Hotel will not guarantee any special requests except those set forth below:

- One complimentary hospitality suite with attached guest room for the duration of the conference
- Hotel will provide 100 gallons of complimentary coffee
- Hotel will provide one gallon of complimentary coffee for every room night utilized above the total number of rooms blocked.
- Parlor suites with one attached guest room will sell for \$178.00 a night (plus taxes)
- Parlor suites with two attached guest rooms will sell for \$267.00 a night (plus tax)

**Guest Room Rates:** The Doubletree Hotel Austin present rack rate is \$189 single or \$209 double. We are pleased to confirm the following special room rates for your group:

Room	Single Rate	Double Rate
Run of House	\$ 89.00	\$ 89.00

Hotel room rates are net non-commissionable and are quoted exclusive of applicable state and local taxes, currently 15%.

**Guestroom Release Date:** Your block at the Hotel will be held until 5/7/10. After this date, rooms not covered by a rooming list, online reservations or individual call-in reservations will be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability. Prevailing rates at the Hotel range from \$139 to \$189. The releasing of group rooms back to the Hotel does not eliminate your groups' liability for guestroom attrition fees. If contracted room block is filled prior to the cut-off date Hotel will discuss options with Group as group room rate is not guaranteed beyond the number of rooms originally contracted. Group discounted rate will be offered based on availability. Group rate will be honored three days prior and three day after convention

We now offer our clients the ability to monitor reservations made in their block through our on-line Guest-list Manager portal. Contact your sales manager for further information.

**Guestroom Performance Clause:** The parties agree that the Hotel will suffer a loss of revenues in the event of the Group's failure to utilize all of the guestrooms agreed to herein. Should your final pick up fall below 80% of the block indicated on page one or 80 revenue generating room nights, the Doubletree Hotel Austin will bill your group for the lost revenue on each room (under 80%) at the negotiated single occupancy rate, plus tax.

**Concessions:** Hotel agrees to provide Group with one (1) complimentary room night for every fifty (50) revenue generating room nights produced, provided that the total utilization of the sleeping rooms exceeds 80% of the room block. Complimentary room nights will be calculated on a cumulative basis. If desired, complimentary rooms may be converted into units and applied in the following manner:

Standard King/Double	1 Unit Per Night
Ambassador King	2 Units Per Night
Parlor	2 Units Per Night
1 Bedroom Suite	3 Units Per Night
2 Bedroom Suite	4 Units per Night

At least fourteen (14) days prior to Group's arrival, Group must provide Hotel with a list of individuals who will occupy complimentary rooms. If Group does not earn the requested number of complimentary rooms; the appropriate room and tax charges will be placed on the Group's Master Account. Unused complimentary units shall have no value and will not be credited to the Group's Master Account.

**Reservation Procedure:** We understand that reservations will be made directly with the hotel. For your convenience, we will establish an on-line booking link to allow reservations to be made over the internet. This booking link will be sent to you by your sales manager shortly after the contract is signed. Alternatively, guests may make hotel reservations by telephone. Our telephone numbers for reservations are (512) 454-3737 or (800) 347-0330. When calling, please refer to the group name of Texas State Convention of Narcotics Anonymous. All reservations must be guaranteed by credit card, first night deposit or to your direct bill account. Reservations must be canceled by 4:00 PM, 24 hours before the day of arrival or the first night of the stay will be charged. Our web address that we need the hotel link is Texas State Convention of Narcotics Anonymous

**Check In/Check Out:** Our check in time is 3:00pm and check out time is 12:00pm. Guests arriving before 3:00pm will be accommodated based on availability. Guest Services can arrange to check baggage for those arriving early when rooms are not available and for guests attending functions on their day of departure. The hotel will not guarantee early check in. Rooms that are not vacated by 12:00pm on the day of departure will be subject to a late check out fee.

**Taxes:** All guest room rates are subject to applicable state and city occupancy taxes, which are currently 15% percent. Occupancy tax on meeting room rental is 6%. Sales tax on all other services is 8.25% percent. Tax rates are subject to change without notification based on government action.

If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights or catering services covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

**Meeting Space:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting space for the specified days/times:

Date	Start Time	End Time	Function	Room	Setup	Agr
5/28/2010	8:00 AM	12:00 AM	Hospitality Lounge	Parlor (286)	As Is	
	12:00 PM	11:00 PM	Registration	Prefunction South	Registration	
	4:00 PM	12:00 AM	Meeting	Austin Room	Classroom	65
	4:00 PM	11:00 PM	Meeting	Phoenix South	Theater	300
5/29/2010	8:00 AM	12:00 AM	Meeting	Phoenix Ballroom	Theater	800
	8:00 AM	12:00 AM	Meeting	Austin Room	Classroom	65
	8:00 AM	12:00 AM	Hospitality Lounge	Parlor (286)	As Is	
	9:00 AM	6:00 PM	Meeting	Robertson Room	Theater	70
	9:00 AM	6:00 PM	Meeting	Dezavala Room	Theater	70
	6:00 PM	11:00 PM	Dinner	Dovers	Rounds	80
5/30/2010	8:00 AM	10:00 AM	Breakfast	Dovers	Rounds	50
	8:00 AM	11:00 AM	Hospitality Lounge	Parlor (286)	As Is	
	8:00 AM	12:00 PM	Meeting	Phoenix South	Theater	300
	8:00 AM	1:00 PM	Meeting	Austin Room	Classroom	65

Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names. Changes to the above schedule of events will be accommodated on a space available basis.

The Doubletree Hotel Austin will often book groups into meeting rooms with just enough time to reset the room for our next guests. It is very important that you review the space/time blocks in the above "Schedule of Events" to insure we have blocked appropriately.

**Meeting Room Rental:** Based on the group's anticipated sleeping room block the following room rental sliding scale will apply. Please note that "Total # Rooms Picked Up" is the cumulative total for the entire conference. The rental charge is also for the entire conference as opposed to a per day charge. Meeting room rental is subject to state occupancy tax, currently 6% and service charge, currently 21%.

TOTAL # ROOMS PICKED UP	TOTAL RENTAL CHARGE
100 - 80	Complimentary
79 - 59	\$ 500.00

58 or less	\$1,000.00
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Please note that the addition of meeting space after this contract is signed will involve increased rental charges.

**Food & Beverage Minimum:** A minimum of \$3,000 in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, service charges, tax, audiovisual rental fees, labor charges, exhibit table rentals, parking or any other miscellaneous charges incurred. Should the Guaranteed Amount not be reached, the balance will be added to the Group's master account as a room rental charge. Please note that the addition of meeting space after this contract is signed will involve an increased food & beverage minimum.

**Food & Beverage Policy:** Please note the following Food & Beverage policies currently in effect at the Doubletree Hotel Austin:

- Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- Menu prices may not be confirmed more than three (3) months prior to scheduled function.
- Food, beverage, room rental and audio visual prices are subject to service charge and sales tax, currently at 21% and 8.25% respectively. The service charge is taxable.
- Final menu selections must be submitted to Hotel's Catering Officer at least three weeks in advance; otherwise, items selected cannot be guaranteed. Your conference services manager will be in touch with you to review your program 4 weeks prior to the event start date. In order to allow for adequate preparation, labor scheduling, and food and beverage ordering, please have your menus selected 21 days in advance of your program start date. In the event that menus are not selected 14 days prior to your event date, the hotel reserves the right to select your menus on your behalf based upon your contracted meal period and food and beverage minimums.
- The Catering Office must be notified of the guarantee attendance no later than 72 hours prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to set 2% percent over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance. If the actual attendance at the function exceeds the guaranteed attendance, hotel will charge for the actual number of guests served. Should your guarantee not be received by the above time the original estimated attendance will be charged for.
- Should a food function guarantee fall below 25 attendees, there will be a labor charge of \$35 added to your final bill.
- For your planning purposes please note that our continental breakfast prices start at \$14.00 per person; full breakfast prices start at \$15.95 per person; lunch prices begin at \$17.95 per person; and dinner prices begin at \$26.95 per person. These prices do not include 21% service charge and 8.25% sales tax.

#### **Fajita Buffet**

A \$100 Set-up Fee will be added for Groups under 35 People

Fajitas in Our Own Marinade (Chef's Choice of Meat)  
with Sautéed Peppers and Onions served with  
Tortillas, Guacamole, Salsa, Cheese and Sour Cream  
Beans, Rice  
Chef's Choice of Dessert

\$19.95 Per Person (not inclusive of taxes)

Chef has the ability to change menu as seen fit.

**Audio Visual:** Presentation Service, Inc. is the preferred provider of in house audiovisual services (available 24 hours a day). Should you choose to utilize an outside provider, a twenty-one (21) percent service fee will be charged based on current equipment prices. An Audio Visual Service standard agreement will need to be signed by the audio visual provider. Technician fee may apply.

**High Speed Internet:** The Doubletree Hotel Austin offers both wired and wireless high speed internet service in our meeting rooms. Pricing varies depending on the number of connections required.

**Billing Arrangements – Guestrooms:** We understand that your attendees shall be responsible for their own room, tax, and incidental charges. The Doubletree Hotel Austin accepts VISA, MasterCard, American Express, Diner's Club and Discover. Please note that in order to charge incidentals to a guestroom the Doubletree Hotel Austin requires that the guest leave a valid credit card or cash deposit of \$50 with the Front Desk.

**Billing Arrangements – Function Charges:** We understand that all function charges are to be paid in advance. We require a 50% (\$1,500.00) deposit to be returned with the signed contract with the balance due twenty-one (21) days in advance of \*your first event.

**Signing Authority:** The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: Stephen Keese Signature: Steve Keese  
Name: \_\_\_\_\_ Signature: \_\_\_\_\_

**Payment:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lessor of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may, at its sole option, elect to cancel future arrangements, agreements or functions made by Group without penalty and upon written notice.

**Signs And Displays/Use Of Hotel Name:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel without permission. Any damages caused to the walls, fixtures or carpet as a result of Group signs, banners or displays will be billed to Group.

**Security:** Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the Hotel prior to the function.

**Exhibit Fees:** It is our understanding your group will not require exhibit space. If table and space are needed the rental for the exhibit area will be \$35.00 per exhibit, per day.

The above rental terms include: Negotiated exhibit space, One (1) six-foot skirted table with two (2) chairs and wastebasket, general maintenance of aisles, hotel lighting, heating and ventilation.

The above rental terms do not include: Electricity (prices vary and start at \$30.00 per day per 110 volt outlet), assembly and placement of display equipment, decoration and related services, security services, labor (i.e. carpenters, electricians and/or

drapery staff), storage of exhibit related materials, gas or water supply and internet or phone lines. A 21% service charge applies to most services offered by the hotel.

Our Convention Service Department requests a copy of your proposed floor plan three (3) months prior to arrival for hotel approval.

**Exhibits:** We will waive the fee for 10 exhibit tables. Hotel will provide two phone lines at no charge to the group. The phone lines will only be used for the credit card machines.

**Shipping And Packages:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least fourteen (14) days in advance. Packages sent to Hotel should include the name of Group and the date of program. Shipments should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

**Box Handling Fees:** The Doubletree Hotel Austin will be happy to accept delivery and arrange for storage for up to 5 individual boxes per group per event. If you anticipate shipping more than 5 boxes please note that a one time box handling fee of \$75 will apply.

**Parking:** We offer both self-parking and valet parking options for our guests. For overnight guests, our current rates are \$8.00 for self-parking or \$14.00 for valet parking. For day use guests not staying in the hotel, the charge is \$8.00 per day.

We are pleased to waive all self-parking charges.

**Indemnity/Hold Harmless:** 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 caused by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

**Group's Property:** Group agrees and acknowledges that Hotel will not be responsible for the safekeeping of equipment, supplies, written material or other valuable items left in function rooms, guestrooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

**Insurance:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property. 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.

**Impossibility:** 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 or Group.

**No Assignment:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

**Compliance With Laws:** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Hotel relies upon Group's attendance projections in

reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

**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.

**Cancellation Agreement:** Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

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 at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If Group decides to cancel this Agreement, group agrees that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services. It is further agreed that these amounts will be due within 30 days of notice of cancellation. Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Signature date – 180 days prior to arrival	- 25% of anticipated revenue
More than 60 days, less than 180 days prior to arrival	- 50% of anticipated revenue
More than 30 days, less than 60 days prior to arrival	- 75% of anticipated revenue
Less than 30 days prior to arrival	- 100% of anticipated revenue

**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 without penalty.

**Dispute Resolution:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings. To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

**Multiple Contracts:** Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this

Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel's sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel's opinion, any term of this Agreement.

**Entire Agreement:** This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by an authorized representative of each party.

**Miscellaneous:** The persons signing this Agreement for Hotel and Group each warrants that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

**Acceptance of Contract:** If a signed original of this Agreement has not been received by the Hotel prior to 9/9/09 Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms/meeting space requested by Group and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within two (2) working days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

INTERSTATE HOTELS AND  
RESORTS, LLC, AS AGENT,  
DBA Doubletree Hotel Austin

By: Cerissa Beveridge

Name: Cerissa Beveridge

Title: Sales Manager

Date: 9-9-09

Director of Sales: 8 Initial

Texas State Convention of Narcotics Anonymous

By: Steve Keese

Name: Mr. Steve Keese

Date: 9-9-2009

By: Steve Keese

Name: Ms. Theresa Partridge

Date: \_\_\_\_\_