



Drury Inn & Suites Phoenix Happy Valley
 2335 W. Pinnacle Peak Road
 Phoenix, AZ 85027
 Telephone: (623)879-8800
www.druryhotels.com

HOTEL CONFIRMATION AGREEMENT

Dear Garold,

Thank you for selecting our Drury Inn & Suites Phoenix Happy Valley Hotel! We are looking forward to hosting your event and appreciate you entrusting us with your group. In order to guarantee the room rates quoted, the availability of sleeping rooms requested, and all other provisions of this Agreement, this Agreement must be signed and returned to the hotel by **December 16, 2019** or the Hotel reserves the right to release the guest rooms.

The following represents an agreement (the "Agreement") between: Drury Hotels Company, LLC d/b/a **Drury Inn & Suites Phoenix Happy Valley** ("Hotel") and **International Wholistic Missions Conference Room Block** ("Group") and outlines specific conditions and services to be provided. This Agreement may only be amended upon mutual written consent of Hotel and Group.

GROUP INFORMATION

Group Name/Post As: International Wholistic Missions Conference Room Block
Contact: Garold Elston
Telephone: 661-816-0169
E-Mail: gelston@neighborhoodtransformation.net
Confirmation Number: 2401424

ROOM INFORMATION

Arrival: 5/12/2020
Departure: 5/16/2020

SLEEPING ROOMS

Hotel agrees that it will provide 40 room nights in the pattern set forth below:

Room Type	5/12/20	5/13/20	5/14/20	5/15/20
Non-smoking 1 King Bed Deluxe	5	5	5	5
Non-smoking 2 Queen Beds Deluxe	5	5	5	5

ROOM RATES

Hotel room rates quoted below are per room, per night, and subject to prevailing city, county, and state taxes:

Room Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Non-smoking 1 King Bed Deluxe	130	130	130	130
Non-smoking 2 Queen Beds Deluxe	130	130	130	130

Proper documentation establishing tax exempt status varies by location and must be provided at least 3 days prior to the Cutoff Date for approval. The Hotel has the final decision of establishing tax exempt status. Rates offered are Non-Commissionable.

Rooms:

The Hotel reserves the right to make reasonable guest room substitutions if circumstances occur beyond the Hotel's control.

Group room rates include the following for overnight guests:

- **Free Hot Breakfast** - Start every day with make-your-own Belgian waffles, scrambled eggs, sausage, fresh fruit, oatmeal, biscuits and gravy, KELSO+BROS® coffee and more. Free hot breakfast is served daily from 6–9:30 a.m. on weekdays and 7–10 a.m. on weekends.
- **Free Evening Drinks and Snacks*** - Join us from 5:30–7 p.m. every evening to enjoy free hot food and cold beverages at our 5:30 Kickback®. We feature a rotating menu of hot food, beer, wine, mixed drinks and soft drinks.
- **Free Wi-Fi Throughout the Hotel** - Get the score, check your social networks or email family members from anywhere in the hotel – for free!
- **Free Soft Drinks and Popcorn** - Complimentary freshly-popped popcorn and a refreshing beverage are available each evening for a great nighttime snack!
- **On-Site Facilities** - Take advantage of the business center, fitness center or pool while you're away from home. Print your boarding pass, finish a presentation or check e-mail in our business centers.

*Service of alcohol is subject to state and local law. Alcoholic beverages are not complimentary and require a nominal charge at the following hotels due to state and local laws: Drury Inn Bowling Green, Drury Suites Paducah, Drury Inn Paducah, Drury Inn & Suites Louisville East, Drury Inn & Suites Louisville North and Drury Plaza Hotel Downtown Pittsburgh.

METHOD OF RESERVATION

Reservations will be made by: **Individual Call-In.**

Individual Call-In reservations can be made by reserving online, go to www.druryhotels.com, then enter Group number of **2401424**. Reservations may also be made by calling **1-800-325-0720** and refer to the Group number of **2401424**.

Individual reservations must be cancelled prior to 12:00 p.m. on the confirmed date of arrival in order to avoid a non-refundable fee equal to one night's room rate plus tax. We require a valid credit card and photo ID to be presented at check in. **Check In Time:** 3:00 p.m. **Check Out Time:** 11:00 a.m. Arrangements may be made for baggage storage with the Hotel's front desk staff.

CUTOFF DATE

Reservations by attendees must be received on or before **Sunday, April 12, 2020** (the "Cutoff Date"). After the Cutoff Date, Hotel will release the unreserved rooms for general sale. Reservations received after the Cutoff Date will be confirmed on a space-available basis at prevailing rates.

Group understands and acknowledges that this Agreement is for sleeping rooms only and does not include any meeting space and/or food and beverage services.

BILLING ARRANGEMENTS

The following billing arrangements apply: **Individual Pays Own charges for Hotel Room and Incidentals**

A credit card is due at the time of booking an individual reservation. This credit card will be charged if the reservation is not cancelled by 12 p.m. the day of arrival.

A credit card is due at the time of booking any meeting space.

For any charges billed to the Master Account, payment must be made upon arrival at Hotel. Additionally, for any Master Account charges, you must also provide a valid credit card at time of booking, unless credit satisfactory to the Hotel has been established. A signed Credit Card Authorization Form (attached hereto as Attachment #1) is required upon submission of this signed Agreement. Your credit card provided at time of booking will only be charged in the event that payment is not made upon arrival at Hotel, or Cancellation Fees or Attrition Fees are assessed.

Hotel may terminate the room block if the Group fails to comply with any advance deposit or prepayment requests, whether or not specified in this Agreement.

SECURITY

Any and all security must be arranged through your National Sales Coordinator no later than fourteen (14) days prior to arrival. Hotel will contract with a licensed, bonded security service provider if your Group requires security services during its stay. The Group is not permitted to contract with or retain any other private security service provider to provide services on Hotel’s premises during Group’s stay.

ATTRITION

The rates offered by Hotel are based upon the anticipated room revenue from the room block as confirmed in this Agreement.

Hotel is holding a total of 40 room nights as a courtesy, and the Group is not responsible to pay for unused Group rooms. Prior to the Cutoff Date, either party may reduce the number of rooms held that have not yet been reserved. In the event that Hotel wishes to reduce the number of rooms, the Group will have 24 hours after receiving notification to guarantee any or all of the remaining guest rooms with a valid form of payment.

CANCELLATION

If the Group cancels the event the Group will be subject to a Cancellation Fee. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Revenue in accordance with the following scale. You must notify your National Sales Coordinator in writing to cancel your Group room block. A cancellation confirmation will be sent upon request.

	Cancellation Fee: % of Lost Revenue plus applicable taxes
More Than 30 Days Prior to Arrival	0%
21 - 30 Days Prior to Arrival	25%
14 - 20 Days Prior to Arrival	50%
13 Days or Less Prior to Arrival	75%

There shall be no right of termination for the sole purpose of holding the same event in another city or at another facility in the same city, or for the sole purpose of booking another organization into the Hotel.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, terrorism, civil disorder, disaster (including but not limited to fire, flood, severe weather, and earthquake), strikes or work stoppages, curtailment of transportation facilities or any other situation making it illegal, impossible or commercially impracticable for a party to perform its obligations under the Agreement. Either party upon written notice for any one or more of the foregoing reasons may terminate this Agreement without liability or damages.

CONDITIONS OF AGREEMENT

Liability:

Neither the Group nor any of its members or guests shall use any guest room, meeting space or any other part of Hotel for any activity that is illegal or prohibited under any applicable law, rule or regulation. The Group shall be liable for any damages to Hotel caused by any of its members or guests. Further, the Group shall indemnify, defend and hold harmless Hotel and Hotel’s employees from and against any and all such losses, damages and claims that are the result of the negligence, fraud or intentional misconduct of the Group or its members and/or guests, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Hotel or its employees.

Subject to the limitations on innkeeper’s liability under applicable law, Hotel shall indemnify, defend and hold harmless the Group and its members and/or guests from and against any losses, liabilities, claims or damages that are the result of the negligence, fraud or intentional misconduct of Hotel or any of Hotel’s employees related to the Group’s activities at Hotel, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Group, its employees and/or members. Subject to the foregoing, Hotel shall have no liability whatsoever for any samples, displays, property or personal effects brought to Hotel by the Group or its members and/or guests. Hotel reserves the right to inspect and control all private functions. Hotel does not assume responsibility for personal property or equipment brought into the meeting rooms regardless of whether personnel from the Group or Hotel secured those rooms.

By holding a room block or meeting room at Drury Hotels, you consent to Drury Hotels Company, LLC.’s Privacy Policy and Terms of Service (<https://www.druryhotels.com/home/privacypolicy>).

Governance:

Missouri law shall govern this Agreement. Each party irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts located in the State of Missouri, and (ii) waives any objection thereto. This Agreement and the attached signed Credit Card Authorization Form are the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications, and may only be supplemented or changed in writing, signed by a representative of the Group and Hotel’s authorized agent. In the event of litigation arising from or associated with this Agreement, the parties agree that the prevailing party therein shall recover its reasonable attorney’s fees and costs incurred therein. Notwithstanding the preceding sentence, should collection action be required, in the sole discretion of Hotel, the Group will be obligated to pay the costs of that collection action, including reasonable attorney’s fees. This Agreement may be executed and delivered by facsimile signature or electronic transmission (PDF file), and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It is expressly agreed that no failure or delay by any party hereunder in exercising any right, power of privilege under this Agreement shall operate as a waiver of the exercise of such right, power or privilege.

Intellectual Property:

Group agrees not to use Hotel’s name, logo, mark, image or any other representation of Hotel without first receiving written authorization from Hotel to do so. Group is to provide Hotel with written application for such use, along with examples of such usage. Hotel will respond in writing to such request within 14 days of receipt of such request.

Conflict of Interest; Fraudulent Conduct; Fraud Hotline:

Drury Hotels Company (“Drury”) takes conflicts of interests and fraud claims seriously. Any third party (vendor, supplier, contractor, business partner, or agent), who becomes aware of a violation or potential violation of any law, or any fraudulent or potentially fraudulent conduct, is expected to report the same immediately. Hotel has established a ‘Hotline’ to ensure that persons can report fraud free of charge, using different options. Anyone with information regarding fraud or other corrupt practices against Hotel or involving Hotel staff, non-staff personnel, vendors, implementing partners and responsible parties, is strongly encouraged to report this information through the Fraud Hotline. The Fraud Hotline will protect confidentiality and can be directly accessed in different ways:

- Telephone number 1-800-436-1112
- Email: fraudhotline@druryhotels.com

ACCEPTANCE OF AGREEMENT

Any changes in room blocks must be submitted in writing to the National Sales Coordinator at least two weeks prior to arrival and may result in a re-evaluation and change in room rates.

Please return the signed Agreement to Drury Hotels Company, LLC, Group Sales Office, ATTN: **Rebecca Jacquin 13075 Manchester Road, Suite 100, St. Louis, MO 63131** or fax to **(888) 290-2316**.

On behalf of the Group, I hereby accept the above provisions and further warrant that I have authority to sign on behalf of International Wholistic Missions Conference Room Block. A facsimile or photocopy signature on this Agreement, any amendment or any notice delivered from one party to the other shall have the same effect as an original signature.

SIGNATURES

Approved and authorized by the Group:

	Print Name	Date
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Approved and authorized by Hotel:

	Print Name	Date
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International Wholistic Missions Conference Room Block
Garold
Arrival Date: 5/12/2020
Drury Inn & Suites Phoenix Happy Valley