



# SLEEPING ROOMS ONLY AGREEMENT – WEDDING BLOCK

## Hilton Alexandria Old Town

**1767 King Street, Alexandria, VA 22314**

This **Sleeping Rooms Only Agreement** ("Agreement") is entered into by and between DCAOT Wedding Rooms 2015 ("Group" or "you" or "your(s)") and W-LCP ALEXANDRIA VII L.L.C., a Delaware limited liability company, ("Owner"), d/b/a HILTON OLD TOWN ALEXANDRIA, (the "Hotel" or "we" or "us" or "our").

Especially Prepared for:		Event & Hotel Information:	
<b>Group Contact Name:</b>	Jessica Sassic	<b>Name of "Event":</b>	Sassic-Bracher Wedding Room Block
<b>Title:</b>		<b>Date(s) of Event:</b>	June 13, 2015 - June 15, 2015
<b>Address:</b>		<b>Hotel Contact:</b>	Jared Horovitz
<b>City, State, Zip:</b>		<b>Title:</b>	Sales Manager
<b>Phone:</b>	540-229-9698	<b>Phone:</b>	703-647-2014
<b>Email:</b>	Jess.sassic@gmail.com	<b>Email:</b>	jared.horovitz@hilton.com

### ROOM BLOCK SLEEPING ROOMS and RATES

	Sat, 6/13/15	Sun, 6/14/15
<b>1 King Bed</b>	<b>10</b>	<b>10</b>
<b>2 Double Beds</b>	<b>10</b>	<b>10</b>

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
<b>1 King Bed</b>	<b>\$ 129.00</b>	<b>\$ 129.00</b>	<b>\$ 149.00</b>	<b>\$ 169.00</b>
<b>2 Double Beds</b>	<b>\$ 129.00</b>	<b>\$ 129.00</b>	<b>\$ 149.00</b>	<b>\$ 169.00</b>

\*guests must stay for two nights to receive the discounted rate

### TOTAL SLEEPING ROOM NIGHTS RESERVED: 40

Sleeping room rates as noted in the "Room Block" above are **net non-commissionable** and are quoted exclusive of applicable state and local taxes, fees and assessments.

**Taxes:** In addition to the Total Anticipated Revenue for your Event as set forth herein, you agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. In the state in which Hotel is located, currently the sales tax rate is 14.5%, and the hotel occupancy tax rate is \$1.00. We will honor any available tax exemptions for which you qualify, provided that you properly complete and timely provide all documentation required by the applicable jurisdiction to substantiate said exemption.

In addition to the sleeping room rates set forth in this Agreement, service fees will be posted to the Master Account or to the Individual Guest Room Portfolio. These service fees are subject to change without notice. Currently, the service fees are as follows: Gift delivery to guest rooms: \$3.00 per person (includes both check-in and check-out).

Group shall be solely and fully responsible for informing Group's attendees of all applicable daily resort fees and service fees, as such fees are separate and distinct from the sleeping room rate and applicable taxes. Should any attendee object to paying for an automatic charge [such as a daily resort fee and taxes (if any) thereon, etc.] on the basis of inadequate notice of the fee, the fees to which such guest objects shall be posted to the Group's Master Account. The Hotel will endeavor to advise guests who make reservations directly with the Hotel of applicable daily resort fees and service fees.

**Summary of Revenue Anticipated by Hotel from this Agreement:** For your information and guidance, the following chart illustrates the total potential value of your Event. The Hotel has offered the negotiated sleeping room rates and other concessions (as applicable) in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to your attendees at additional charge. Any requests for additional sleeping rooms to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.



**Additional Terms and Conditions:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as outlined herein, this Agreement is also comprised of all the general terms and conditions set forth in the Sleeping Rooms Only Agreement – Additional Terms and Conditions (collectively, the "**Additional Terms and Conditions**") located on the following web site: <http://hiltondistribution.com/usa-sleepingroomsonly/addterms.htm>.

**Entire Agreement:** This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced **Additional Terms and Conditions**, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. If this Agreement or any attachments thereto are returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion. Once both you and we sign this Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Agreement.

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: Sassic-Brancher**

By: , its Agent

By: \_\_\_\_\_  
Jessica Sassic  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

**HOTEL:**

**W-LCP ALEXANDRIA VII L.L.C., a Delaware limited liability company**

**d/b/a HILTON OLD TOWN ALEXANDRIA**

**By: HILTON MANAGEMENT LLC, Managing Agent**

By: \_\_\_\_\_  
Jared Horovitz  
Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

**STANDARD TERMS AND CONDITIONS**

**Method of Reservations:** Reservations will be made directly by the attendee via the Internet using the **Personalized Group Web Page**. Please visit <http://www.hilton.com/GroupPage> to create your Personalized Group Web Page at least 1 week prior to when housing is scheduled to open.

**Cut-Off Date:** In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed in the manner described below no later than May 13, 2015. This date will be known as your "**Cut-Off Date**." After the Cut-Off Date, the Hotel will continue to hold any rooms in your Room Block.

**Guest Payment Arrangements:** Room and tax will be paid by individuals

**Individual Guest Deposits/Confirmation:** To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided either by you or the guest attending your Event

**Check-In/Out Time:** Our check-in time is **4:00 PM**, check-out time is **12:00 PM**. All guests arriving before **4:00 PM** will be accommodated as rooms become available.

**Early Departure Fee:** If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account (currently, **\$75**). Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and requests that you also inform your attendees of this obligation.

**Governing Law:** The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

**Dispute Resolution:** The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

**Collection/Attorney's Fees:** The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its attorney's fees incurred in such efforts to collect.