



SALES AGREEMENT

The sleeping rooms and function space listed below will be considered definite commitments upon signing of this Agreement.

DESCRIPTION OF GROUP AND EVENT

ORGANIZATION: Washington State Sheep Producers
NAME OF EVENT: Washington State Sheep Producers
CONTACT: Teri Blankinship
PHONE NUMBER: 360-269-7041
EMAIL: catt@localaccess.com

HOTEL CONTACT INFORMATION

HOTEL: Hilton Garden Inn - Yakima
ADDRESS: 401 E Yakima Ave, Yakima, WA 98901
CONTACT: Erica Keller
PHONE NUMBER: 509-454-1111
EMAIL: erica.keller@hilton.com

SLEEPING ROOMS AND RATES

	RATE	11/01/2023	11/02/2023	11/03/2023	11/04/2023	11/05/2023
		Wednesday	Thursday	Friday	Saturday	Sunday
Single King	\$144.00	0	15	15	15	0
Double Queen	\$154.00	0	4	4	4	0
Executive Suite	\$209.00	0	1	1	1	0
TOTAL		0	20	20	20	Check-out

- Rates are (net, non-commissionable) and are quoted exclusive of applicable state and local taxes (currently 11.3%) plus a \$4 tourism fee.
- Hotel room rates are subject to change if dates and/or length of stay are altered.
- The entire Hotel is non-smoking, please advise Group attendees.
- **Rate includes breakfast - up to 4 per room.**
- **Complimentary parking for those reserved in room block.**

ROOM & RELATED CHARGES

- Guests will be responsible for their own guestroom, tax and incidental charges upon checkout.
- Individual reservations must be cancelled 48-hours prior to the date of arrival or cancellation fee of one night's stay may apply.

RESERVATIONS & CUT OFF DATE

Reservations for the event can be made by: Individuals will call the hotel direct or toll free reservations number. Please use the group code provided when making all reservations. Reservations must be received on or before **10/05/2023**. At the cut-off date, all unreserved rooms will be released. Reservation requests received after **10/05/2023** will be accepted on a space and rate available basis.

CHECK-IN/CHECK-OUT POLICY

Official check-in time is 3:00 p.m. Groups may be checked in earlier depending on occupancy levels and availability of "ready" rooms. Check-out time is 12 noon at this Hotel.

PARKING

Self-parking is \$10 per night for overnight guests and is on a space available basis. Any parking fees are the responsibility of the individual unless otherwise noted.

FUNCTION SPACE & MEETING ROOM RENTAL

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Friday	11/03/2023	08:00AM	05:00PM	Meeting	Rainier Room	Classroom	20	\$175.00
Friday	11/03/2023	08:00AM	10:00PM	Access to Room	Cascade Room	Rounds	60	\$400.00
Friday	11/03/2023	12:00PM	01:00PM	Lunch	Cascade Room	Rounds	60	-
Friday	11/03/2023	05:00PM	08:00PM	Dinner	Cascade Room	Rounds	60	-
Saturday	11/04/2023	12:00PM	05:00PM	Meeting	Rainier Room	Classroom	20	\$175.00
Saturday	11/04/2023	08:00AM	10:00PM	Access to Room	Cascade Room	Rounds	60	\$400.00
Saturday	11/04/2023	12:00PM	01:00PM	Lunch	Cascade Room	Rounds	60	-
Saturday	11/04/2023	05:00PM	08:00PM	Dinner	Cascade Room	Rounds	60	-
Sunday	11/05/2023	08:00AM	12:00PM	Access to Room	Cascade Room	Rounds	60	\$400.00

Based on your requirements as you have indicated them to be, we have reserved the outlined program of function space needs above. Room rental fees are determined upon original program details. Revisions from the original Agreement may necessitate a revision in room rental fees. A service charge of 20% will be added to all room, food, beverage, and audiovisual costs.

Our Event Manager will follow up with you at a later date to discuss catering, audiovisual requirements and any other details. A separate function Banquet Event Order (BEO) may be executed to outline the details of your event.

Room Assignments: The Hilton Garden Inn - Yakima reserves the right to re-assign function rooms to best serve and utilize space according to the final guaranteed number of guests.

FOOD AND BEVERAGE

Food & Beverage Minimum: The Hotel has a food and beverage requirement of \$3,000 for this event. If minimum is not met, the difference will be charged as additional meeting room rental.

Food & Beverage: Because of market fluctuations, all prices are subject to change. Should our prices increase, written notification will be given. Outside food and beverage is prohibited and the Hotel cannot permit the removal of any foods provided by the Hotel.

Tax & Gratuity: To ensure the superior service of the Hotel, a 20% service charge will be added to all food, beverage, room rental and audiovisual costs. Current Food Beverages sales tax of 8.3% will apply.

Guarantee: In order to provide for all attendees, a guaranteed count will be needed 72 hours in advance of the function. Unfortunately, this number may not be reduced. Should the Group be unable to provide us with a count, the Hotel will refer to the originally contracted number and prepare accordingly. This will ensure the comfort of all in attendance.

Labor Charge: In the case that on-site changes are requested, additional labor fees may be assessed.

Boxes: Hilton Garden Inn - Yakima will gladly receive the supplies necessary for any function. The shipment of such material will be accepted no sooner than 3-days prior to the function. A nominal handling fee of \$5 per box, up to 50 lbs., ensures their delivery to your preferred location.

Signage: Signs and banners are not permitted in the Hotel. In an effort to maintain appearances, the attachment of these items to walls, floors, ceilings or curtains is also prohibited. Should these restrictions be of concern, please discuss them with your Sales Manager.

BILLING ARRANGEMENTS

Unless you have established credit in advance with us, you will pay the entire Agreement price in cash or by certified check at least (5) five days prior to your function or by personal bank check two weeks prior to your function. If you prefer, all charges can be paid by credit card. Hotel accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa. If credit has not been approved for your function, you will provide us with the credit card to which all estimated master account charges will be charged to.

The Hotel will pre-authorize the credit card (5) business days prior to the start of your event for the full amount of the event. If the Hotel is unable to pre-authorize your credit card at this time, your event may be cancelled unless another card is provided for pre-authorization that day. Actual charges will be settled at the completion of the event.

If credit is established, the Hotel will invoice Group for all master account charges incurred during your program. The Hotel reserves the right to request a credit application if your group's credit status changes. All charges posted to your master account should be approved in writing by you or your authorized designee. You agree the master account will be fully paid by company or certified check within 30 days after receipt of the bill. All charges not paid within 30 days may be subject to interest accruing at the rate of 1½ % per month until paid.

PERFORMANCE & CANCELLATION POLICY

The rates offered by the Hotel are based in part upon the total gross revenue anticipated by the Hotel from the Group's Agreement to use and pay for the rooms and events listed in this Agreement. The Group agrees and understands that in the event of a cancellation or lack of full performance by the Group, the Hotel's actual damages would be difficult to determine. Therefore, the Group has agreed to pay reasonable liquidated damages to the Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms, food and beverage and meeting room rental listed in this Agreement.

Date of Cancellation	Percentage Owed
Date of signing to 90 days in advance of arrival	50%
89 days to 45 days in advance of arrival	65%
Less than 44 days in advance of event	80%

If the event is held, but the Hotel does not realize the total revenue anticipated from the Group's event, the Group agrees to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the total anticipated revenue from your event.

FORCE MAJEURE

Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority or war in the United States that makes it illegal or impossible for the Hotel to hold the event.

INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.

SIGNATURE

This Agreement, with exhibits attached (if any), constitutes the entire Agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group. The undersigned represent that they are authorized to sign and enter into this Agreement. To guarantee rates quoted, the availability of sleeping rooms requested, and all other terms of this Agreement, this Agreement must be signed and returned to the Hotel by **Friday, 02/03/2023** or the rooms may be cancelled.

ACCEPTED AND AGREED TO:

The Hilton Garden Inn Yakima and WA State Sheep Producers have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below:

Approved and authorized by WA State Sheep Producers

Signature: Ashley Larson

Date: 1-25 2023

Name: Ashley Larson

Title: Ex. Secretary

Approved and authorized by Hotel:

Signature: Erica Keller

Date: 2/1/23

Name: Erica Keller

Title: Sales Manager