



328 S. Clinton Street
 Iowa City, IA 52240
 Phone: 319.248.6100
 Fax: 319.248.6099
 www.hilton.com

Welcome to **Hilton Garden Inn Iowa City/Downtown-University**

ORGANIZATION: University of Iowa
EVENT: ECMO Training Program

Amy Black
 200 Hawkins Drive
 C43 General Hospital
 Iowa City, IA 52242
 amy-black@uiowa.edu

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between: Hilton Garden Inn Iowa City Downtown University Hotel and University of Iowa outlines specific conditions and services to be provided.

Guest room Accommodations and Rates:

Check In: Sunday, June 2, 2019 Check Out: Thursday, June 7, 2019

ECMO Training Program								
		Sun 06/02/2019			Mon 06/03/2019			Tue 06/04/2019
	Occupancy	Rooms	Rate	Inc. Rate	Rooms	Rate	Inc. Rate	Rooms
1 King Bed	S	10	\$139.00	\$139.00	10	\$139.00	\$139.00	10
2 QUEEN BEDS	S	8	\$139.00	\$139.00	8	\$139.00	\$139.00	8
Wed 06/05/2019								
	Occupancy	Rate	Inc. Rate	Rooms	Rate	Inc. Rate		
1 King Bed	S	\$139.00	\$139.00	10	\$139.00	\$139.00		
2 QUEEN BEDS	S	\$139.00	\$139.00	8	\$139.00	\$139.00		

Total Sleeping Room Nights Reserved: 90

Sleeping room rates as noted in the “Room Block” above are **Non-Commissionable** are quoted *exclusive* of applicable state and local taxes, fees and assessments.

Taxes: Hotel room rates are subject to applicable currently the sales tax rate is 7%, and the hotel occupancy tax rate is 5% in effect at the time of check-out. The above mentioned hotel room rate will extend one day before and one day after the dates blocked if available.

Method of Reservations: Reservations will be made: via individual call in.

Cancellation Policy: Individual cancellation must be made 48 hours prior to arrival. Any cancellations made after this, will result in full charge of reservation.

Cutoff Date

Reservations by attendees must be received on or before **2019-05-3** (the “Cutoff Date”). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the University of Iowa group rate after this date.



Release of rooms for general sale following the Cutoff Date does not affect University of Iowa's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms. However, if hotel is able to rent these rooms to another party, attrition fees shall be reduced by the number of rooms resold to the other party.

Master Account: Charges that are posted to the Master Account will be paid by the method selected below:

- Credit card (We accept all major credit cards)
- Direct Billing credit is approved for all University departments

Hotel must be notified in writing at least 7 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

Check-In/Out Time: Our check-in time is 3:00PM; check-out time is 11:00AM. All guests arriving before 3:00PM will be accommodated as rooms become available. Hotel's Front Desk Supervisor can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

General Rules: To ensure the satisfaction and safety of all of our guests, we have compiled a list of general rules that all of our guests must comply to.

1. The maximum number of guests allowed in a guestroom is 4.
2. We will only offer keys to registered guests age 21 or older upon verification of a picture ID. We prefer to have all the guests occupying the room added to your reservation, see front desk for details.
3. This is a smoke-free facility. To ensure fresh air quality, a \$500 cleaning fee will be charged if there has been smoking in your guestroom.
4. Quiet hours begin at 10:00pm. At this time, our Noise Policy will be enforced. Please keep voices and noise levels to a minimum. To ensure the respect and enjoyment of all guests, this policy is strictly enforced.
5. A 'one warning' policy for noise complaints will be strictly enforced. A courtesy warning will be given; a second complaint will likely result in eviction of all occupants of the room. No refund will be given.
6. We ask that guests do not use the hallways as a gathering area in order to keep noise levels at a minimum, no alcohol.
7. By law, no alcohol allowed in the meeting rooms, restaurant, or lounge that has not been purchased from the Hilton Garden Inn Iowa City, IA
8. No one under 21 years of age is allowed to drink or purchase alcohol.
9. All guest room furnishings are the responsibility of the registered guest. All rooms are thoroughly inspected and found to be free of damage before being occupied by guests. Any damages discovered prior to or after check-out will be charged to the guest
10. Anyone tampering with or vandalizing hotel property will be held financially responsible and be prosecuted to the fullest extent of the law.
11. As per hotel policy, pets are not allowed in the hotel.

Rooms Attrition: Hotel is relying upon University of Iowa's use of the Room Night Commitment. The University of Iowa shall have 30 days prior to event to adjust the room commitment without penalty. If the University makes an adjustment to the room commitment 30 days prior to event, the adjusted room commitment shall become the Room Night Commitment for all purposes of this Agreement. Hotel will provide the University written approval for any adjustment to the Room Night Commitment. After 30 days prior to event, the University agrees that a loss will be incurred by Hotel if actual usage is less than 80% of the Room Night Commitment.

If University of Iowa's actual usage is less than 80% of the Room Night Commitment, University of Iowa agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and University of Iowa's actual usage, multiplied by the average group room rate, plus applicable taxes.

Impossibility: The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil



disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

Changes, Additions, Stipulations, or Lining Out: Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or University of Iowa will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

Certification Regarding Sales Tax: By executing this Contract, the Contractor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Contractor also acknowledges that the University may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the University or its representative filing for damages for breach of contract

Liability: To the fullest extent allowed by law, Hotel agrees to indemnify and hold harmless the University and its agents and employees from and against all claims or losses including reasonable attorneys’ fees, arising out of or resulting from the negligence or omissions of the Hotel, its partners, directors, officers, employees, licensees, subcontractors or agents, in the performance of this Agreement.

The University agrees to be responsible for all claims and damages that directly result from the negligent acts or omissions of the University, its employees, or agents to the extent permitted by Iowa law under Iowa Code Chapter 669.

Assignment: Any assignment of this Agreement shall be valid only by written mutual agreement signed by both Parties.

Governing Law: This agreement shall be governed by and construed under the laws of the State of Iowa which shall also be the venue for any disputes arising hereunder.

Rewards: The University of Iowa hereby declines any and all rewards or additional amenities, such as, but not limited to, rewardspoints, airline miles, free room upgrades, associated with this agreement.

Parking: Parking is \$1/Hour through the City or \$14/day through the Hotel.

Acceptance: Prior to execution by both parties, this document represents an offer by the Hotel. Upon receipt by Hotel of a fully executed version of this Agreement prior to **1/23/2018**, or upon Hotel’s acceptance of a fully executed version of this Agreement after such date, the event will be placed on a definite basis and will be binding upon Hotel and Foundation.

Hotel and University of Iowa have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by University of Iowa:

Name: (Print) John E Watkins

Title: (Print) Director of Strategic Sourcing

Signature: _____

Date: _____



Read and acknowledged by University of Iowa:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____