

1823 Abriter Court Naperville, IL 60563

630-799-5900 - Phone

630-799-3900 - Fax

Reservations: 1-800 EMBASSY

GROUP ROOMS AND FUNCTION AGREEMENT

Today's Date: August 18, 2018 Agreement due by: 06/28/2018

Sales Contact: Jennifer Scanlan

| ORGANIZATION: CITY OF NAPERVILLE | | | | |
|---|------------------|--|--|--|
| GROUP NAME: CITY OF NAPERVILLE | | | | |
| ADDRESS: CHICAGO AVE , Naperville, IL 60540 | | | | |
| CONTACT: Mr. Scott Salela | ON SITE CONTACT: | | | |
| TELEPHONE NUMBER: 630-355-7208 | FAX NUMBER: | | | |
| E-MAIL: salelas@naperville.il.us | ALTERNATE PHONE: | | | |

RESERVATIONS

CUT OFF DEADLINE

Reservations must be received by 07/21/2018. After this date reservations will be accepted on a space and rate availability basis only. Group rates are not guaranteed after this date.

BILLING INSTRUCTIONS

Rooms & Tax: Individual Pay Incidentals: Individual Pay
Restaurant: Master Account Meeting Space Charges: Master Account

METHOD OF PAYMENT OF MASTER ACCOUNTS

Payment Comment:

DATES ROOMS RESERVED

| Date | Rate | 08/20/18 | 08/21/18 | 08/22/18 | 08/23/18 | | |
|-------------|----------|----------|----------|----------|----------|--|--|
| Day | | Mon | Tue | Wed | Thu | | |
| King Studio | \$114.00 | 15 | 15 | 15 | C/O | | |
| Rooms | | 15 | 15 | 15 | | | |

*Rates quoted are for single/double occupancy. Any additional adults will result in a \$10 increase in rate per night, per person; maximum is four adults per room.

FUNCTION ROOMS RESERVED

| Day Date | Times | Room Name | Function Type | Seating Type | Set For | Charge |
|--------------------|----------------|----------------|------------------|--------------|---------|---------|
| Tue- 08/21/2018 | 8:00am- 5:00pm | Moser/Carillon | Meeting | Classroom | 60 | 1850.00 |
| Tue- 08/21/2018 | 8:00am- 5:00pm | Wentz | Breakout Session | As Set | 60 | 0.00 |
| Wed- 08/22/2018 | 8:00am- 5:00pm | Moser/Carillon | Meeting | Classroom | 60 | 1850.00 |
| Wed- 08/22/2018 | 8:00am- 5:00pm | Wentz | Breakout Session | As Set | 60 | 0.00 |
| Thu- 08/23/2018 | 8:00am- 5:00pm | Moser/Carillon | Meeting | Classroom | 60 | 1850.00 |
| Thu- 08/23/2018 | 8:00am- 5:00pm | Wentz | Breakout Session | As Set | 60 | 0.00 |

Taxes and Service Charge: 8.5% sales tax applies to food, room rental and audio visual items, 15% on alcoholic beverage items, and 10.24% lodging tax on sleeping rooms. A 23% service charge will be accessed to food and beverage, audio visual and meeting room rental fees. Taxes are subject to change.

FUNCTION TERMS

FUNCTION CANCELLATIONS: Embassy Suites Chicago/Naperville is holding the aforementioned space for the exclusive use by your group. Should the entire or partial program cancel, the Hotel will collect as liquidated damages, fees according to the following schedule:

0 - 30 days 80% 31 - 89 days 50% date of signing and 90 days 30%

GUARANTEES: Where charges are made on a per person basis, a guaranteed attendance must be communicated to the Sales Department by noon, three working days prior to event. The guarantee will be the basis for the hotel's purchasing of food items and, therefore, this number is not subject to reduction. If no guarantee is received, the number of guests indicated on the event order will be considered as such. The Hotel will set and prepare for 5% over the guarantee. If attendance exceeds 5% the Hotel cannot guarantee the menu items will be served. Please understand that your final guarantee, 3 days before the function may not fall below the minimum number that must be served.

FOOD AND BEVERAGE: All food items must be supplied and prepared by the Hotel. Food is extremely perishable; therefore, food leftover from functions remains the property of Embassy Suites Chicago/Naperville and should not be taken by guest. No credits will be issued for leftover food or unused items. The client may not remove food from the premises/meeting space. No food or beverages of any kind will be permitted to be brought into Hotel by the client, or any of the client's guests. Menu selections must be made at least one week prior to the event. All prices are subject to 8.5% sales tax on food, room rental and audio visual items, 15% on alcoholic beverage items, and 10.24% lodging tax on sleeping rooms. A 23% service charge will be accessed on food and beverage, audio visual and meeting room rental fees. We are happy to customize a menu for you.

DEPOSIT: A non-refundable deposit of 25% is required and shall be paid by Patron at the time of signing of this agreement. The dollar amount stated on the contract(s) between Patron and Operator represents the amount to hold the required space and guaranteed attendance.

FINAL PAYMENT: Unless credit has been established in advance by Patron with Operator, payment in full of all balances due must be made in cash, certified bank check, or credit card at least 10 business days prior to the event. If credit has been established, payment will be due in accordance with terms therefore agreed upon between the parties hereto, however in any event, no later than thirty (30) days following the Event. Room rental fees are determined upon original program details. Revisions from the original contract may necessitate a revision in room rental fees.

FUNCTION ROOM ASSIGNMENTS: The Catering Department reserves the right to reassign functions rooms to best service and utilize space according to the final guaranteed number of guests.

GROUP ROOM TERMS

ACCOMMODATIONS: The agreement must be received by required date to make the group block definite. The room

rates are per room, per night, and are subject to applicable taxes (currently 10.24%). We request that all reservations be made by the method indicated no later than the cut-off date listed. After the cut-off date, we reserve the right to offer rooms held in your block to other customers to reduce our losses from unused rooms. In order for a room to be considered a reservation it must be reserved in a person's name and guaranteed with a valid credit card prior to the cut-off date.

RESERVATION METHODS:

Call hotel direct at: 630-799-5900
 Call toll free: 1-800-Embassy
 Rooming List Due By: 07/24/2018

CANCELLATION AND PERFORMANCE: In the event of cancellation of this Agreement, hotel must be given written notice. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by you to Embassy Suites Chicago/Naperville as liquidated damages in the event of cancellation.

- Cancellation between date of signing and 90 days of event, 30% of anticipated gross sleeping room revenue.
- If notified between 89 and 31 days in advance of the event, 50% of anticipated gross sleeping room revenue.
- If notified 30 days or less before event, 80% of anticipated gross sleeping room revenue.
- If your group is under contract for a banquet or meeting space, additional damages may be owed for cancellation of your banquet contract.

ROOMS ATTRITION: If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree 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.

CHECK-IN/CHECK-OUT: Check-in time for all hotel guests is 3:00 P.M. As a courtesy, Individuals may check-in earlier depending upon occupancy levels and availability of ready rooms. Check out time is 11:00 A.M. Rooms vacated after check out time on the day of departure is subject to incur full night's room charge. Our staff will arrange to hold luggage for those guests attending meetings on the day of departure. Upon check-in, guest must verify the reservation check-out date, rate and pertinent information. Guest that check-out prior to the date indicated on their registration is subject to be charged a 100% early departure fee.

OTHER CONDITIONS:

SIGNAGE AND BANNERS: Signs and banners are not permitted in the hotel lobby. In an effort to maintain appearances, the attachment of these items to function walls, floors, ceilings or curtains is also prohibited. Should these restrictions be of concern, please discuss them with your Catering Manager.

PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the hotel name or logo.

YOUR PROPERTY: We are not responsible for any loss or damage to your property.

SECURITY: If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by local law enforcement located in our area.

INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Embassy Suites Chicago/Naperville, the hotel brand and the owner of the hotel, and their respective employees and agents.

AUXILIARY AIDS: The hotel represents and you acknowledge that the hotel's facilities being rented for you including guest rooms and common areas will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids by the hotel. When your attendees make room reservations, please ask them to notify us of their auxiliary aid needs so that we may notify you as to the names of businesses which you may contract to obtain those aids.

DELIVERIES: Arrangements for delivery of packages should be made through your sales contract. You must prepay all packages sent to the hotel. Packages for functions must be addressed to the attention of CITY OF NAPERVILLE and marked with the name and date of your arrival. Due to limited storage space, we request that shipment not arrive any earlier than two days prior to group's arrival.

GOVERNING LAW: This agreement shall be construed and interpreted in accordance with the laws of the state in which the

hotel is located.

FAX COPY: Upon completion of this contractual agreement, both parties agree that a faxed copy is to be considered legal and binding.

ACCEPTANCE: Space will be confirmed on a definite basis with the return of your signed agreement by 06/28/2018. Failure to do so will result in function space being released and contract void. We at the Embassy Suites Chicago/Naperville are looking forward to being of service to you. If you should have any questions concerning these details, please feel free to contact me. We will be happy to serve you!

The undersigned is authorized to sign and enter into this contract.

| ORGANIZATION: | CITY OF NAPERVILLE | HOTEL: | Embassy Suites Chicago/Naperville |
|---------------|--------------------|--------------|-----------------------------------|
| PRINT NAME: | Scott Salela | PRINT NAME: | Jennifer Scanlan |
| PRINT TITLE: | Bureau Chief - NFD | PRINT TITLE: | Convention Service Manager |
| SIGNATURE: | | SIGNATURE: | |
| DATE: | | DATE: | 8/18/2018 |

CREDIT CARD AUTHORIZATION FORM 1823 Arbiter Court

| Date: | | | | | | | |
|---|--|------------------|-------------------|--|--|--|--|
| Group / Guest Name: | | | | | | | |
| Date of Arrival: | Date of Departure: | | | | | | |
| Cardholder Information | | | | | | | |
| Name: | me: Company Name: | | | | | | |
| Address: | | | | | | | |
| City: | State: | State: Zip Code: | | | | | |
| Phone: | Alt Phone: Fax: | | | | | | |
| E-mail Address: | | | | | | | |
| Card Information | | | | | | | |
| | Expiration: | | CVV: | | | | |
| Credit Card Number: | | | | | | | |
| | | | | | | | |
| | passy Suites by Hilton Chicago following (Please check all th | | | | | | |
| Hold (Individuals will pay room and tax, however if a person does not cancel 24 business hours prior to arrival date or does not arrive on scheduled arrival date (no show), credit card will be billed for room and tax. | | | | | | | |
| Room and Tax | All Charges | | Banquet Food | | | | |
| Meals | ☐ Meeting Room Rental | | Banquet Beverages | | | | |
| Telephone | ☐ A/V | | Package Handling | | | | |
| ☐ Incidentals | Other (Please Specify) | | | | | | |
| Advance Deposit, Please spe | ecify amount to be charged for | this tra | insaction: \$ | | | | |

Please Fax Signed Copy to: 630-799-3900