



**Woodward Conference Center**  
3401 South IH-35 Austin, Texas 78741  
512-448-2444 \* 512-443-4208

## SALES CONTRACT

**Post As:** Central Texas Parrot Head Club Pirates Ball  
**Name Of Group:** Central Texas Parrot Head Club  
**Contact:** Tony Kyles  
**Address:**

**Status:** Tentative  
**Today's Date:** April 16, 2013  
**Salesperson:** Julie Sokol  
**File Code:** CTXPHC

**City:**  
**State:** TX **Zip:**  
**Telephone:** 512.627.2770

**Onsite Contact:** tony\_kyles@hotmail.com  
**Fax:**

**Arrival Date:** Friday, August 16, 2013 **Departure Date:** Sunday, August 18, 2013

### GUEST ROOM ACCOMMODATIONS

We are presently holding the following block of rooms for your use:

Date	Rate	08/16/13	08/17/13	08/18/13					
Day		Fri	Sat	Sun					
King	\$82.00	5	5	C/O					
Double	\$82.00	0	0						
Exec King	\$92.00	0	0						
Casita (Suite)	\$102.00	10	10						
Rooms		15	15						

*\* Although we cannot guarantee specific room types, we will do our best to accommodate your request.*

State Hotel Room Tax: 6.00%  
City Occupancy Tax: 9.00%

Method Of Reservation: INDIVIDUAL  
Rates Commissionable: Net/Non-Commissionable  
Reservation Cut Off 07/19/2013  
Date:

The above rates are subject to applicable taxes, which are currently 15% per room, per night and are subject to change without notice.

Group Rates are available 2 days prior to and 2 days after the above listed contracted dates, based on availability. Any additional dates will be subject to the publicly published rates for the hotel.

### DATE AVAILABILITY

We will hold these dates until 08/31/2012, at which time we will need a signed copy of this agreement. If written confirmation has not been received by this date, the Wyndham Garden Hotel and Woodward Conference Center shall release these dates for sale. In the event we have a definite request for your dates prior to your option date, we will contact you for a decision within 2 working days.

### RESERVATIONS PROCEDURES

#### INDIVIDUAL

For individual reservations, please call our toll free number which is 1-800-WYNDHAM.



**Woodward Conference Center**  
3401 South IH-35 Austin, Texas 78741  
512-448-2444 \* 512-443-4208

### **RESERVATION CUT-OFF DATE**

Upon receipt of a signed copy of this agreement, the Wyndham Garden Hotel and Woodward Conference Center shall hold the block of sleeping rooms noted above until **twenty-one days prior to arrival or 07/19/2013**. At that time rooms not covered by the existing reservations will be released for general sale. We will continue to accept reservations from your attendees after this date based on availability. After the Cut-Off Date, we cannot guarantee the special negotiated rate.

### **PAYMENT PROCEDURE**

- Room/Tax: Individual Pay
- Sleeping Room Incidentals: Individual Pay
- Banquet Functions: Master Account

### **INSURANCE & INDEMNIFICATION**

The Hotel shall not be responsible for the security of exhibits, presentation materials or other personal property. The Hotel, its owners and operator do not maintain insurance coverage covering such exhibits, materials or personal property. Each party hereby indemnifies and holds 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 respective officers, directors, employees, agents, contractors, members or participants (as applicable).

### **GUEST ROOM DEPOSIT/GUARANTEE**

The Wyndham Garden Hotel and Woodward Conference Center requires one night's deposit for each reservation; this can be done in the form of cash, credit card, cashier's check, money order or guarantee with a major credit card. Personal checks will not be accepted at time of arrival as a form of payment.

### **CONCESSIONS**

- Complimentary parking for each registered guest
- Complimentary high speed wireless internet.
- Complimentary airport shuttle
- One complimentary hospitality suite for Friday and Saturday nights

### **HOTEL POLICIES**

CHECK IN TIME 3:00 PM      CHECK OUT TIME: 12:00 PM

For those groups needing to check in prior to the established 3:00 PM check in time, every effort will be made to accommodate their needs. However, please remember that this is not a guarantee of early check in.

### **FOOD AND BEVERAGE/MEETING FACILITIES**

Our Senior Catering Manager will be pleased to work with you on the details of your meeting set up, food and beverage requirements. Please review the following outline of meeting space. At this time, we will not confirm banquet rooms until one week prior to the event/meeting.

Day Date	Times	Room Name	Function Type	Seating Type	Set For	Charge
Sat- 08/17/2012	7:00pm- 11:30pm	Lady Bird Lake	Reception	Cocktail SetUp	50	0.00

- We reserve the right to relocate your meeting space based on the fluctuation of your group's final numbers.

### **BANQUET EVENT ORDERS**

Client Initials      Sales Initials  
Sales Contract for Central Texas Parrot Head Club Pirates Ball



**Woodward Conference Center**  
3401 South IH-35 Austin, Texas 78741  
512-448-2444 \* 512-443-4208

Prior to your Event, Hotel will provide You with one or more Banquet Event Orders ("BEOs") no later than **10 business days** prior to your event. The BEOs will specify and confirm the specifics for your event(s), including final menu selections, pricing, room set up and décor and all other final details. You agree to make any corrections and sign and return the BEOs no later than **5 business days** prior to the event. If You do not return the BEOs by that date, Hotel is authorized by You to proceed in accordance with the BEOs provided to You. You will provide us with a Guarantee of the exact number of persons who will attend your event. Guarantees must be submitted via facsimile or email to Hotel, Attn: Convention Services by 12:00 p.m. Central Standard Time (3) full business days prior to an event. If the number of guests served is less than the Guarantee, You are responsible for the number guaranteed. If the number of guests served is greater than the Guarantee, You are responsible for the total number of guests served. If your guaranteed attendance increases by more than 5% less than 72 hours prior to your event, Hotel reserves the right to charge a 15% surcharge on menu prices due to increased costs incurred. Additionally, the contracted menu items may not be available for additional guests added within 72 hours of the event.

#### **PRICING/TAXES/SERVICE & LABOR CHARGES**

Due to market fluctuations, menu prices cannot be guaranteed before six (6) months prior to your event. All food and beverage and audio visual are subject to a 20% taxable Service Charge and 8.25% sales tax. Meeting room rental is subject to a 20% taxable Service Charge and 6% occupancy tax. Tax Rates are subject to change.

#### **FOOD & BEVERAGE:**

Based upon the outlined needs, a minimum of \$2000.00 in food and beverage revenue will be required. This minimum does not include applicable sales tax and gratuities. Should the minimum not be reached, the difference will be applied as room rental. All food and beverage is subject to 20% taxable gratuity and 8.25% state sales tax. For all food functions, a (72) hour guarantee is required with no reduction in number allowed after this date. Hotel will prepare for 5% above the guarantee and will not be responsible for additional guests beyond this number. Group will be billed for the actual attendance above the guarantee.

#### **SECURITY**

Your organization acknowledges that the Wyndham Garden Hotel and Woodward Conference Center cannot be responsible for the safekeeping of equipment, supplies, written material or other valuable items left in the function rooms. Accordingly, your group acknowledges that it will be responsible to provide security of any such aforementioned items and hereby assumes the responsibility for loss thereof. Social groups of 100 attendees or more are required to provide their own security. If property of the Guest is lost or stolen, Guest should advise the appropriate authority first, and then the Management Company of the lost or stolen items.

#### **ROOM ATTRITION**

We ask that you carefully review the number of guest rooms blocked to insure the accuracy of your attendance. If the total number of guest rooms occupied is less than 85% of the contracted room block, the Wyndham Garden Hotel and Woodward Conference Center shall charge liquidated damages equivalent to the cost of one night's lodging for every guest room revenue below 85% of 30 room nights not utilized. Liquidated damages are due no later than 15 days after notification in writing from the Wyndham Garden Hotel and Woodward Conference Center is received. In addition, the Wyndham Garden Hotel and Woodward Conference Center reserves the right to adjust the room rate to the current pricing and renegotiate meeting space being held.

#### **CANCELLATION**

Cancellation must be made in writing to the Wyndham Garden Hotel and Woodward Conference Center and is effective upon the date received should Central Texas Parrot Head Club decide any time between the conferment of this contract and the meeting dates that the above outlined meeting/conference would need to cancel. Central Texas Parrot Head Club has agreed to reimburse the Wyndham Garden Hotel and Woodward Conference Center for the liquidated damages/lost revenues it will experience based upon the following sliding scale.



**Woodward Conference Center**  
3401 South IH-35 Austin, Texas 78741  
512-448-2444 \* 512-443-4208

- **From the date of signed contract to 11 months prior to arrival - 25% of anticipated guest room revenue**
- **11 months to 6 months prior to arrival - 65% of anticipated guest room revenue**
- **6 months to 3 months prior to arrival - 85% of anticipated guest room revenue**
- **Less than 3 months prior to arrival - 100% of anticipated guest room revenue**

The performance of this contract by either party is subject to Acts of God, war, threats of war, government retaliation, civil disorder, or unrest acts of terrorism, government regulation, disaster, or any other emergency making it illegal or impossible to provide facilities or services specified. This agreement may be terminated without liability for one or more such reasons by written notice from one party to the other.

#### Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

#### **AUTHORIZED SIGNATURES**

If these arrangements meet with your approval, please sign and return the original to my attention.

---

Authorized Signature  
Central Texas Parrot Head Club

Date

---

Julie Sokol  
Group Sales Manager  
Wyndham Garden Hotel & Woodward Conference Center  
Please visit our site at [www.wyndhamaustin.com](http://www.wyndhamaustin.com)

Date

