



## Hyatt Place Boulder/Pearl Street

2280 Junction Place  
Boulder, Colorado 80108  
303.442.0160 (T)  
303.442.0161 (F)

[Benjamin.Hause@Hyatt.com](mailto:Benjamin.Hause@Hyatt.com) (E)

### GROUP SALES TERMS & CONDITIONS

#### *Mozilla June 2015*

Date Prepared: April 23<sup>rd</sup>, 2015  
Group Tel No: 415.317.7603  
Group Contact: Christie Koehler  
E-Mail: [ckoehler@mozilla.com](mailto:ckoehler@mozilla.com)

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Function Name: Mozilla June 2015  
Official Event Dates: June 5<sup>th</sup> to 7<sup>th</sup>, 2015  
Hotel Contact: Ben Hause  
Direct Line: 303.442.0160  
Title: Sales Manager E-Mail: [Benjamin.Hause@Hyatt.com](mailto:Benjamin.Hause@Hyatt.com) Hotel Facsimile: 303-442-0161

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Mozilla (Group) and Hyatt Place Boulder/Pearl Street (Hotel) agree as follows:

Signing and returning the enclosed copy of this contract by **Friday, May 8<sup>th</sup>, 2015 at 5:00pm MST** will agree to these arrangements to on a definite basis.

Between now and **Friday, May 8<sup>th</sup>, 2015 at 5:00 MST**, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If we do not receive a mutually agreed executed original of this agreement from you by **Friday, May 8<sup>th</sup>, 2015 at 5:00pm MST** this letter will be void and the meeting space and guest room(s) will be automatically be released.

**GUEST ROOM RATES** The Hotel confirms the following guest room rates:

Standard King Room: \$174/night

Room rates are quoted exclusive of applicable state and local taxes (which are currently 12.485%) or applicable service, or hotel specific fees in effect at the Hotel at the time of the meeting. These rates are confirmed on a net non-commissionable basis.

#### **CONCESSIONS**

Hyatt Place's signature a.m. Kitchen Skillet Breakfast  
High-Speed Wireless Internet

**GUEST ROOM BLOCK** The rooms will be provided based on the following block:



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<i><u>Date</u></i>	<i><u>Day of the Week</u></i>	<i><u>Room Type(s)</u></i>	<i><u># Of Room(s)</u></i>	<i><u>Rate</u></i>
June 5 <sup>th</sup> , 2015	Friday	Standard King Room	20	\$174/night
June 6 <sup>th</sup> , 2015	Saturday	Standard King Room	20	\$174/night

Total Room Nights: Forty (40)

### **RESERVATION CANCELLATION**

All cancellations or modifications to reservations must be done by 4:00pm MST on the day *prior* to arrival.

### **NON-COMMISSIONABLE**

These rates are confirmed on a net non-commissionable basis.

### **RESERVATION & BILLING METHOD**

Hotel will provide a reservation link for guests to make reservations. Reservations must be made before **5:00pm MST** on **Friday, May 22<sup>nd</sup>, 2015** in order to qualify for the discount. Individuals will be responsible for their own charges.

### **CUT-OFF DATE**

The "cut-off date" is **5:00 MST on Friday, May 22<sup>nd</sup>, 2015**. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's Guest Room Block.

### **LIABILITY**

Group and Hotel agree to defend, indemnify, and hold harmless each other from and against all claims, actions, causes of action, or liabilities, including reasonable attorney's fees, arising out of or resulting from any act undertaken or committed by the indemnifying party or any contractors hired or engaged by the indemnifying party in connection with the performance of the party's respective obligations under these Terms and Conditions. Group and Hotel also agree to defend, indemnify, and hold harmless the other from any liability resulting from any claim, action or cause of action, which may be asserted by third parties arising out of the performance of each party's respective obligations pursuant to these Terms and Conditions, except those actions which are due to the misconduct or negligence of the other party.

### **INSURANCE**

Group and Hotel are required to insure their obligations set forth in the section entitled Liability above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming the Hotel Owner and Hyatt Corporation as additional insureds with regard to the activities of such outside contractor.

### **FORCE MAJEURE**

The parties' performance under this Agreement is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, restriction on food, beverage or other supplies or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this Agreement. In order to terminate this agreement under this provision, the terminating party must provide written notice to the other party within five (5) days of the occurrence of any of these events. In the event of termination by the Hotel under this section, the Hotel shall refund all deposits and/or prepayments made by the Group within five (5) days of the notice of termination.

### **PRIVACY POLICY**



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Hotel complies with the Global Privacy Policy for Guests, which is available at <http://privacy.hyatt.com> (the "Privacy Policy"). Group shall make the guests of Group who stay at the Hotel ("Group's Guest") aware of the Privacy Policy. Group affirms to the Hotel that Group is entitled to disclose the personal information of the Group's Guests to the Hotel, and to receive personal information of the Group's Guests from the Hotel, as is necessary in connection with the Group Guest's stay at the Hotel.

### **AMERICANS WITH DISABILITIES ACT ("ADA"):**

The Hotel and Group agree to comply with the public accommodations requirements of the ADA. The Group shall notify the Hotel in writing in advance of any special needs of disabled individuals requiring accommodation by the Hotel and shall copy the Hotel on correspondence with attendees who indicate special needs covered by ADA. The Hotel shall notify the Group of requests for accommodation that it may receive from individuals to facilitate identification by the Group of its own accommodation obligations or needs as required by ADA. Any extraordinary costs for special auxiliary aids requested by the Group shall be borne by the Group provided the Hotel notifies the Group of such cost in writing.

### **ARBITRATION**

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in the State of Colorado, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of Colorado. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of Colorado and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

### **MISCELLANEOUS**

Any changes to these terms must be made in writing and signed by both parties to be effective. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any notice hereunder shall be given to the individuals listed herein at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile with confirmation of delivery, in order to be effective under this agreement and shall be deemed delivered upon receipt. If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement. If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

### **AGREEMENT**

These Terms and Conditions, along with the attachment the Hotel's Information Sheet, which are incorporated herein by reference, are all of the terms agreed to by the parties and constitute a binding agreement. Any changes to these Terms and Conditions must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once the parties sign these Terms and Conditions.



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*By signing below I acknowledge that I have read and understand the above-mentioned contract and am responsible for the terms of the agreement.*

**By the Group's  
Authorized Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**By the Hotel's  
Authorized Representative**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_