

**Crowne Plaza - Columbus Downtown**  
**33 East Nationwide Boulevard**  
**Columbus, OH 43215**  
 (614) 461-4100 (Property Direct)  
 (800) 338-4462 (Reservations)  
 (614) 461-7786 (Sales Fax)

**GROUP SALES CONTRACT**

Date: March 3, 2016  
 Market: A-Association  
 Property Contact: Rebecca Gorman

**GROUP INFORMATION**

**Account Name:** Ohio Fair Managers Association  
**Post As:** 2020 Ohio Fair Managers Association  
**Contact Name:** Mr. Howard Call  
**Address:** P.O. Box 2625  
 Stow, OH 44224  
**Telephone Number:** (330) 208-0372  
**Fax Number:** (330) 208-0372  
**E Mail Address:** ohiofairs@att.net

**AGREEMENT**

Ohio Fair Managers Association ("Group") and Crowne Plaza - Columbus Downtown ("Property") agree as follows:

Property agrees to hold the rooms and space listed in this Agreement on a tentative basis until **March 18, 2016**. If this Agreement is not fully executed by Group and Property by **March 18, 2016**, Property shall release the rooms and space. If another prospect requests same dates, Property shall notify Group and Group will have seventy-two (72) hours from notification to return the signed Agreement.

**2020 GUEST ROOMS BLOCK**

	Tue 12/31	Wed 01/01	Thu 01/02	Fri 01/03	Sat 01/04
Double Double	4	20	100	120	120
Parlors	0	0	2	2	2

Property cannot guarantee any guests room location with regard to specific floors or adjoining or connecting combination of rooms.

**CONFIRMED RATES**

Property is pleased to confirm the following group rates for 2020

Room	Single Rate	Double Rate	Triple Rate	Quad Rate
Double Double	\$123.00	\$ 123.00	\$ 123.00	\$ 123.00
Parlors	\$275.00	\$ 275.00	\$ 275.00	\$ 275.00

**NOTE:** These rates are net non-commissionable. Group rates are subject to the appropriate state, local and any occupancy taxes in effect at the time of Group's arrival. Property reserves the right to make reasonable substitutions in assigned guestrooms. The rates provided for Group have been negotiated based on the needs and size of Group, as well as the number of food and beverage functions and meeting space required over the dates specified. Should these arrangements change, Property reserves the right to renegotiate quoted rates.

## **METHOD OF RESERVATION**

Reservations will be made by: **Individuals to Make Own Reservations**

**NOTE:** Reservations can be made by calling (800) 338-4462 or via the hotel website at [www.crowneplaza.com/cmhcrowneplaza](http://www.crowneplaza.com/cmhcrowneplaza) and entering your group access code.

## **ROOMS BILLING INFORMATION**

Payment for rooms will be Individuals to: **Pay Own Charges**

## **CUT-OFF DATE**

Property must receive reservations from Group no later than **December 11, 2019**. Reservation requests received after the cut-off date will be offered at the group rate, based on availability.

## **COMPLIMENTARY ROOMS**

Property agrees to provide Group with one (1) complimentary unit for (40) Group revenue-generating guest rooms on a cumulative basis. This shall be computed by adding together the total Group revenue-generating rooms per night of consecutive night stays over the dates and dividing by (40). These credits for rooms may be applied as follows:

<u>Room Types</u>	<u>Units Applied</u>
Standard Room	One
Club Floor or Suite (if applicable)	Two

## **SPECIAL CONCESSIONS**

As special consideration the Property will provide the Group with the following:

- Guest room rate includes a \$4.00/room rebate payable to Ohio Fair Managers Association on every paid guest room.
- The Crowne Plaza will extend two complimentary Board pre-planning meetings for the year of 2020 at a time TBD.
- The Crowne Plaza will host a complimentary welcome reception for OFMA attendees on Wednesday, January 1, 2020.
- The Crowne Plaza will hold two hospitality suite for OFMA to sell. If they are not sold by October 4, 2019; they will be released back into inventory for general sale. OFMA will advise the hotel prior to October 4, 2019 who will be using these suites and the Crowne Meetings Director will finalize their requirements.

**CHECK-IN/CHECK-OUT TIME**

Check-in time is 3:00 PM. Check-out time is 12:00 Noon. For guests arriving earlier than the check-in time or staying later than the check-out time, luggage storage will be provided, based upon availability.

**PAYMENT METHOD/BILLING****Credit Card****TAX EXEMPTION STATUS**

Group is: **Tax Exempt from State Sales Tax Only**

Individual Guests: **Non-tax exempt unless with appropriate forms**

**EVENT PLANNER**

Three (3) weeks prior to Group's arrival, Property's Event Planner will be contacting Group in order to coordinate all of the details pertinent to your meeting or event. These details will include: specific food & beverage arrangements; program revisions; room set ups; audio visual equipment; guest room requirements; and any additional billing instructions.

**ROOMS ATTRITION**

Group assures Property that the number of guest rooms reserved is an accurate representation of Group's requirements, and no major reduction in the room block will occur. In consideration, Property agrees to reserve the rooms for Group. In the event Group does not use all of their block, Group agrees that it is responsible for guaranteeing payment of at least 80% of the total room block. If 80% of the contracted room nights are not realized, Group will pay Property the balance of room nights, multiplied by the room rate, plus applicable taxes listed in this Agreement.

**CANCELLATION**

Group may cancel this Agreement without cause upon written notice to Property at any time prior to the guestroom arrival, meeting and/or event and upon payment of an amount based on the following scale, plus applicable taxes:

Notice of Cancellation	Percentage of Group Contracted Revenue	
➤ Date agreement is signed to 6 months from the start date	<b>25%</b>	<b>\$11,483.00</b>
➤ From 6 months to 3 months from the start date	<b>50%</b>	<b>\$22,965.00</b>
➤ From 3 months to 60 days from the start date	<b>75%</b>	<b>\$34,448.00</b>
➤ Less than 60 days from the start date	<b>100%</b>	<b>\$45,930.00</b>

Group must send written notice and payment due to Property at the time of a cancellation by Group. Group agrees that the above formula is a reasonable estimate of Property's damage in the event of a cancellation.

**SHIPPING / DELIVERIES**

Property - Special arrangements must be made for receiving any equipment, goods, displays or other materials, which will be sent, delivered or brought into Property. Failure to do this may result in deliveries being refused or materials being unavailable when required. Property's receiving entrance is open from 8am - 5pm Monday through Friday. Any materials being sent to Property must be marked as follows:

1. ADDRESS PACKAGE AS FOLLOWS:  
HOLD FOR ARRIVAL  
ATTN: Guest's Name & Organization  
ARRIVAL DATE: 00/00/00  
Receiving Dept./Package Room  
Crowne Plaza - Columbus Downtown  
33 East Nationwide Boulevard  
Columbus, OH 43215
2. COMPLETE RETURN ADDRESS
3. MARK ON BOX SEPERATELY:  
Property Planner Contact  
Number of Boxes (Ex: Box 1 of 1, Box 1 of 2, etc.)

Handling charges may apply. Property does not accept any liability for equipment, goods, displays, or other materials, which arrive or fail to arrive at Property's premises. Group is responsible for insuring its property for loss or damage. Due to limited storage space, Property is able to accept items up to three (3) days prior to Group's meeting or event. Additional shipping and handling information is available when requested.

**LIABILITY/SECURITY**

Group will be jointly liable jointly with the individual guest for any damage caused by such guest to Property. Group will indemnify and hold Property harmless for any damages, expenses, or liability that arises from Group guests on Property premises. Property cannot be responsible for the safekeeping of equipment, displays, and written materials or of valuable items left in the meeting rooms, pre-function area, or similar vicinity. Accordingly, Group is responsible for providing security for such material and will therefore assume responsibility for any loss or damage.

**RIGHTS OF TERMINATION FOR CAUSE**

This Agreement will be binding on both Group and Property, and there shall be no right of termination by Group for the sole purpose of holding the same meeting or event in some other facility over the same dates.

The performance under this Agreement is subject to acts of God, government regulation, disaster, war, acts of terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, 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.

The parties may, however, agree to go forward on such terms and conditions that may be re-negotiated.

**INDEMNIFICATION**

Property shall protect, defend, indemnify and hold harmless Group, from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees and court costs, incurred by Group, including those asserted by third parties, and arising out of any act undertaken or committed by Property pursuant to its performance obligations under this Agreement, except for those actions or liabilities which are due to the negligence or misconduct of Group or its officers.

Group shall protect, defend, indemnify and hold harmless Property, from and against all claims, actions, causes of action, or liabilities, including reasonable attorneys' fees and court costs, incurred by Property, including those asserted by third parties, and arising out of any act undertaken or committed by Group pursuant to its performance obligations under this Agreement, except for those actions or liabilities which are due to the negligence or misconduct of Property or its officers.

## **INSURANCE**

Group and Property are required to insure their obligations set forth in the above provision of this Agreement titled "Indemnification" and to provide evidence of such insurance upon request. Group will be fully responsible for any actions of an outside contractor that group hires and introduces onto Property's premises. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming Property as additional insured with regard to the activities of such outside contractor.

## **AMERICANS WITH DISABILITIES ACT**

Property will comply with American Disabilities Act Clause.

## **ARBITRATION**

Disputes which the parties are unable to resolve informally are to be arbitrated in Columbus, Ohio pursuant to the commercial arbitration rules of the American Arbitration Association (AAA), or to such other dispute resolution provider as otherwise agreed to by the parties. The arbitration is binding and the decision of the arbitrator is enforceable in a court of appropriate jurisdiction. The arbitrator shall adhere faithfully to the laws of Ohio and shall award the prevailing party the reasonable attorney's fees and costs expended in connection with such arbitration conducted under this provision.

## **CHANGES/ NOTICE/WAIVER**

Any changes to the terms of this Agreement must be made in writing and signed or initialed 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 on the first page of this Agreement at the addresses set forth herein. Notice must be given through mail or overnight delivery, with a signature signifying receipt, or by facsimile 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 any or all other terms of this Agreement.

## **BINDING AGREEMENT/ENFORCEABILITY**

This Agreement includes all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties. If any provision of this Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

## **SIGNATURES**

Please sign and return this document via electronic transmission (facsimile) or sign and send via email. Upon receipt, Property will hold the rooms and space on a definite basis. If the Property does not receive this Agreement executed by Group with the original signature without any further changes by the previously stated due date, Property reserves the right to release all space and void any obligations under this Agreement.

When signed by representatives of both parties, this Agreement constitutes a binding contract between Group and Property.

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Organization's Authorized Signature	Title	Date
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Rebecca Gorman	Director of Sales Title	Date
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## **IHG® Business Rewards**

Meeting Planners can earn IHG® Business Rewards points for planning Qualified Meetings at IHG® Hotels and Resorts within the U.S., Canada, and Mexico, unless prohibited by his/her employer, by becoming a member of the IHG® Rewards Club program.

To earn points, the Meeting Planner must provide his/her IHG® Rewards Club membership number (see below) prior to signing this Agreement. IHG® Business Rewards points will not be retroactively credited for previously booked and/or held meetings. If Meeting Planner is already an IHG® Rewards Club (previously Priority Club) member, his/her IHG® Rewards Club number will not change, but separate enrollment into the IHG® Business Rewards program is required. To become a Member, individuals must complete the mandatory registration details on the IHG® Business Rewards website including confirming acceptance of these terms and conditions and the IHG® Rewards Club terms and conditions. Points cannot be earned until registration as a Member including acceptance of these terms and conditions is complete.

- Qualifying Spend includes all spend on guest rooms, meetings and events, conference rooms, food and beverage service linked to meetings and conferences, and all-inclusive meeting packages. Qualifying Spend excludes all spend by or through business travel agents with an override agreement with any IHG company.
- Earning Schedule: Planner will earn three (3) IHG® Rewards Club points for every \$1 USD spent on negotiated group guest room rates for Qualified Meetings and other Qualified Meetings Charges, exclusive of associated taxes, gratuities, service fees, set-up fees, any outside vendor/supplier charges, and any attendee incidentals or other expenses.
- Qualified Meeting Charges: Attendee negotiated guest room rates within the guest room block, meeting food and beverages, and meeting room rental.

IHG® Rewards points will be credited to member account 6-8 weeks after the qualifying meeting has been held and paid for in accordance with this Agreement. Planner does not need to attend the meeting or event to take advantage of the IHG® Business Rewards program.

IHG® Rewards program's full Terms and Conditions apply and may be viewed at [ihgrewardsclub.com/terms](http://ihgrewardsclub.com/terms).

IHG® Rewards Club Membership Number: \_\_\_\_\_