



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between BWI Airport Marriott, 1743 West Nursery Road, Linthicum, MD, 21090, (410) 859-8300 and Maryland Government Finance Officer Association (MD GFOA).

ORGANIZATION: Maryland Government Finance Officer Association (MD GFOA)

CONTACT: Jane Ramsey
Job Title: Association Manager
Street Address: 626C Admiral Drive, Suite 723
City, State, Postal Code: Annapolis, MD 21401
Phone Number: (410) 451-3025
Fax Number: (443) 926-9631
E-mail Address: mdgfoa@mdgfoa.org

NAME OF EVENT: **MD GFOA Winter Conference 2022**

REFERENCE #: M-L8B5EQV

OFFICIAL PROGRAM DATES: Friday, October 28, 2022

METHOD OF PAYMENT

The method of payment of the Master Account will be established upon approval of Maryland Government Finance Officer Association's credit. If credit is approved, the outstanding balance of Maryland Government Finance Officer Association's Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Maryland Government Finance Officer Association will raise any disputed charge(s) within ten (10) days after receipt of the invoice. The Hotel will work with Maryland Government Finance Officer Association in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Maryland Government Finance Officer Association has indicated that it has elected to use the following form of payment:

- Cash, money order, or other guaranteed form of payment
- Credit card (We accept all major credit cards)
- Company check or Electronic Funds Transfer
- Direct Billing**

In the event that credit is not approved, Maryland Government Finance Officer Association agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due prior to the start of the group's event.

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Maryland Government Finance Officer Association, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental	Related Events
10/28/2022	Fri	7:00 AM	12:00 PM	Set Up	Special	100		Set Up Networking Event
10/28/2022	Fri	7:00 AM	4:00 PM	Meal Room	Rounds of 10	300	Waived	8:00 AM - Continental Breakfast 10:30 AM - Coffee Break 12:30 PM - Lunch Buffet 2:30 PM - Coffee Break
10/28/2022	Fri	7:00 AM	4:30 PM	Registration	Registration	8		
10/28/2022	Fri	7:00 AM	5:00 PM	General Session	Schoolroom & Theatre	300		
10/28/2022	Fri	12:00 PM	2:00 PM	Networking Break	Cocktail Rounds	100		

All meeting room, food and beverage, and related services are subject to applicable taxes (currently 6% and 9% on alcoholic beverages) and service charge (currently 24%) in effect on the date(s) of the event.

SPECIAL CONSIDERATIONS

1. Meeting Room Rental has been waived.
2. One (1) complimentary podium and podium microphone.
3. Complimentary basic Wi-Fi in the meeting space for all attendees.

NO ROOM TRANSFER BY GUEST

Maryland Government Finance Officer Association agrees that neither Maryland Government Finance Officer Association nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Maryland Government Finance Officer Association reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

DAMAGE TO FUNCTION SPACE

Maryland Government Finance Officer Association agrees to pay for any damage to the function space that occurs while Maryland Government Finance Officer Association is using it. Maryland Government Finance Officer Association will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Maryland Government Finance Officer Association and its attendees.

CURRENT CATERING MINIMUM RATES

Hotel's 2021 catering prices are as follows:

Continental Breakfast starting at:	\$30.00 per person
Plated Breakfast starting at:	\$29.00 per person
Lunch Buffet starting at:	\$46.00 per person
Plated Lunch starting at:	\$43.00 per person

Final menu pricing will be determined with Event Manager once final menus are chosen.

These quotations do not include any applicable MD tax and a taxable service charge of 24%. All food and beverage served in the Hotel must be purchased from the Hotel.

FOOD AND BEVERAGE ATTRITION/CANCELLATION

Maryland Government Finance Officer Association agrees that it will provide a minimum food and beverage revenue of **\$25,000.00** (exclusive of applicable service charges and taxes) as part of the Event. If Maryland Government Finance Officer Association provides less food and beverage revenue, it agrees to pay Hotel 100% of the shortage, plus applicable taxes. In addition, if any food and beverage event is cancelled within 72 hours of its scheduled starting time, Maryland Government Finance Officer Association agrees to pay Hotel 100% of the food and beverage revenue guaranteed at 72 hours.

OUTSIDE FOOD AND BEVERAGE POLICY

All food and beverages served at functions associated with the Event must be provided, prepared, and served by Hotel, and must be consumed on Hotel premises.

CANCELLATION

Maryland Government Finance Officer Association agrees to notify Hotel, in writing, within five (5) business days of any decision to cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Hotel’s actual harm.
- (b) The sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher.
- (c) The highest dollar amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute Cancellation and, through its use of a sliding scale that reduces damages for earlier Cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling Maryland Government Finance Officer Association space and functions.

Maryland Government Finance Officer Association therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below under this Agreement.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to 180 days prior	\$6,250.00
From 179 days to 90 days prior	\$12,500.00
From 89 days to 60 days prior	\$16,250.00
From 59 days to 3 days out arrival day	\$20,000.00
From 3 days prior to arrival date	\$25,000.00

Provided that Maryland Government Finance Officer Association timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Maryland Government Finance Officer Association relating to the Cancellation.

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, pandemic declared by the World Health Organization, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to 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.

In addition, the following will apply with specific respect to the COVID-19 outbreak characterized as a pandemic by the World Health Organization on March 11, 2020: If (1) the U.S. Centers for Disease Control and Prevention (if Hotel is located in the U.S.) or the Public Health Agency of Canada (if Hotel is located in Canada), or the state or province where the Hotel is located, or the country(ies), state(s) or province(s) from which a majority of event attendees are traveling, issues a regulation, advisory, notice, or warning (collectively, a “Notice”) advising travelers to avoid travel to the city where the Hotel is located, avoid gatherings of the size contemplated by this Agreement, or to shelter in place/stay at home as a result of the COVID-19 pandemic, and such Notice covers the Event dates, and (2) as a direct result of such Notice, Group wishes to modify its Agreement with Hotel, Group will notify the Hotel as soon as reasonably practicable, but in any event at least 14 days before the Group’s arrival date.

Upon Hotel’s receipt of the Group’s notice, Hotel and Group will commence good faith discussions regarding potential amendments to this Agreement, which may include, by way of example, rebooking the event (with any deposits on file being applied to the rebooked event) or adjusting the Agreement’s attrition clause, or Hotel and Group may, as a matter of final resort, mutually agree to terminate the Agreement without liability if they agree that no suitable alternatives exist and termination is in the best interest of both parties. If Hotel and Group cannot reach an agreement to amend or terminate the Agreement within 14 days of the date Hotel receives Group’s notice, or such other time as mutually agreed by the parties, and Group is not permitted to terminate without liability under paragraph 1 above, the Agreement will remain in full force and effect. This paragraph will become null and void upon the World Health Organization’s declaration that the COVID-19 pandemic has ended.

Termination of the Agreement in accordance with this Impossibility section will be without liability. For purposes of this Agreement, “without liability” means that, except as set forth in the next sentence, no money damages (including any liquidated damages identified in this Agreement) will be due by the terminating party to the other party as a result of the termination and Hotel will refund to Group any deposits that the Hotel has received from the Group for the event.

Notwithstanding the foregoing, Group agrees that, if Group terminates the Agreement in accordance with this Impossibility section within 7 days of the Group’s scheduled arrival date, Group will be liable for any expenses Hotel has already incurred in preparation for the Event, including without limitation the purchase of food and beverage for the Event. Any such amounts will be deducted from any deposit that the Hotel will return to the group or, if no deposit is on file, Hotel will invoice the Group for such amounts.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Maryland Government Finance Officer Association agree to cooperate with each other to ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Maryland Government Finance Officer Association 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.

LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

LIQUOR LICENSE

MD GFOA understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

IN-HOUSE EQUIPMENT

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Maryland Government Finance Officer Association's needs. If such special setups or extraordinary formats are requested, Hotel will present Maryland Government Finance Officer Association two (2) alternatives: (1) charging Maryland Government Finance Officer Association the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

UNATTENDED ITEMS/ADDITIONAL SECURITY

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Maryland Government Finance Officer Association requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

USE OF OUTSIDE VENDORS

If Maryland Government Finance Officer Association wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Maryland Government Finance Officer Association must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Maryland Government Finance Officer Association, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

PERFORMANCE LICENSES

Maryland Government Finance Officer Association will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Maryland Government Finance Officer Association may use or request to be used at the Hotel.

COMPLIANCE WITH EQUAL OPPORTUNITY LAWS This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

PRIVACY

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

MD GFOA will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

MARRIOTT BONVOY EVENTS

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Maryland Government Finance Officer Association has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity (“SOE”) booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

GROUP MUST CHECK ONE OPTION BELOW:

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name _____
Marriott Bonvoy Membership Number _____

*If Miles are desired instead of Points, please also provide:

Participating airline name _____
Participating airline frequent flyer account number _____

OR

- The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual’s prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the “Terms and Conditions”), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

ACCEPTANCE

When presented by the Hotel to Maryland Government Finance Officer Association, this document is an invitation by the Hotel to Maryland Government Finance Officer Association to make an offer. Upon signature by Maryland Government Finance Officer Association, this document will be an offer by Maryland Government Finance Officer Association. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Maryland Government Finance Officer Association at any time prior to Maryland Government Finance Officer Association’s execution of this document, the outlined format and dates will be held by the Hotel for Maryland Government Finance Officer Association on a first-option basis until **Thursday, February 18, 2021**. If Maryland Government Finance Officer Association cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel’s option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Maryland Government Finance Officer Association and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by Maryland Government Finance Officer Association:

Name: (Print) _____

Title: (Print) _____

Signature: _____

Date: _____

Approved and authorized by Hotel:

Name: (Print) _____ Angela Irwin_____

Title: (Print) _____ Senior Catering Sales Executive_____

Signature: _____

Date: _____