



EXPRESS AGREEMENT (USA) – SHORT TERM MEETING

This Express Agreement (USA) – Short Term Meeting (“Express Agreement”) is by and between University of Ottawa (“Group” or “you” or “your”) and Natasha LaRode (“Owner”), d/b/a Hilton Trinidad and Conference Centre (the “Hotel” or “we” or “our” or “us”).

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Dr. Alfredo E Walker	Name of “Event”:	6th Annual Caribbean Medicolegal and Forensic Symposium
Title:	Event Organizer/ Forensic Pathologist/Coroner	Date(s) of Event:	November 17, 2022 - November 20, 2022
Company Name:	Eastern Ontario Regional Forensic Pathology Unit/ University of Ottawa	Post to Reader Board As:	6th Annual Caribbean Medicolegal and Forensic Symposium
Address:	501 Smyth Road Ottawa	Hotel Contact:	Natasha Larode
City, State, Zip:	ON K1H 8M5	Title:	Sales Manager
Phone:	(613) 737-8899	Phone:	+868 (624) 3211x6096
Email:	aewalker@toh.ca	Email:	natasha.larode@hilton.com

Room Block: The Hotel is pleased to confirm the following negotiated group rates:

	Occupancy	Thu 11/17/2022			Fri 11/18/2022			Sat 11/19/2022
		Rooms	Rate	Inc. Rate	Rooms	Rate	Inc. Rate	Rooms
1 King Bed Garden View	S	75	\$99.00	\$99.00	75	\$99.00	\$99.00	75
	D	0	\$109.00	\$0.00	0	\$109.00	\$0.00	0
	T	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0
	Q	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0
1 King Bed Garden View	S	\$99.00	\$99.00					
	D	\$109.00	\$0.00					
	T	\$0.00	\$0.00					
	Q	\$0.00	\$0.00					

TOTAL SLEEPING ROOM NIGHTS RESERVED: 225

Sleeping room rates as noted in the “Room Block” above are quoted *exclusive* of applicable state and local taxes, fees and assessments.

Currency: All rates are quoted in United States Dollars (where the "U.S. \$" symbol makes reference to such currency), in which case these rates will be converted to Trinidadian Dollars at the prevailing exchange rate on the day charges are incurred; or Trinidadian Dollars (where the "TT \$" symbol makes reference to such currency).

Room rates are quoted exclusive of 10% room tax, 10% service charge and 1.25% VAT. Quoted rates will be offered, based on availability, to your attendees three (3) days before and three (3) days after the above dates. Check in time is 15.00 hrs; check out time is 12.00 hrs. Early check-in and late check-out are subject to availability and approval by Front Desk. Guests will be charged 50% of the applicable room rate for late check out.

CHECK ONE: Room and tax will be paid by individuals or charged to Group's Master Account.

In order to assign specific room types to your attendees, each sleeping room in your Room Block must be confirmed no later than November 14, 2022. This date will be known as your "Cut-Off Date." After the Cut-Off Date, you agree that Hotel may offer unused bedrooms held in your Room Block to other customers to reduce Hotel's losses. Confirmation of rooms after the Cut-Off Date will only be accepted based on availability and at the prevailing Hotel rate. To confirm a sleeping room within your Room Block, the sleeping room must be secured with a valid credit card provided by you or the guest attending your Event, along with a first night's deposit, refundable up to 72 hours in advance of arrival date. Rooms cancelled for any reason less than 72 hours in advance will incur an individual cancellation fee equal to one night's room rate plus applicable tax. Should you secure sleeping rooms with your credit card, your attendees may thereafter provide their own credit card information for their own sleeping rooms. Your advance payments and deposits will be refunded by us to you within 30 days after completion of your Event if sleeping rooms you paid for in advance were later paid for by your attendees. If all the sleeping rooms within your Room Block are confirmed using one credit card on or before the Cut-Off Date, you will be required to submit a rooming list containing the names of the guests who will occupy each sleeping room, along with the guests' addresses.

Check-in time is 3:00 pm; check-out time is 12:00pm (subject to change without notice). Early check-in & late check-out are subject to availability and our approval.

Taxes: You agree to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to your Event. Currently the sales tax rate is 10%, and the hotel occupancy tax rate is 11.25%.

Schedule Of Events And Function Space Charges:

Date	Time	Event	Room*	Setup	AGR	Room Rental	Food	Beverage
Fri, 11/18/22	8:00 AM - 5:00 PM	Meeting	Grand Ballroom	Round Tables of 10	200	Waived	\$	\$
Fri, 11/18/22	8:00 AM - 5:00 PM	Office	Hummingbird	Office	10	Waived	\$	\$
Fri, 11/18/22	8:00 AM - 5:00 PM	Refreshment Break	Grand Ballroom	Existing Setup	200	Waived	\$	\$3,000
Fri, 11/18/22	10:00 AM - 10:30 AM	Break AM	Grand Ballroom	Existing Setup	200	Waived	\$1,200	\$
Fri, 11/18/22	12:00 PM - 1:00 PM	Lunch Buffet	Herbs and Spices	Existing Setup	200	Waived	\$6,800	\$
Fri, 11/18/22	3:00 PM - 3:30 PM	Break PM	Grand Ballroom	Existing Setup	200	Waived	\$1,200	\$
Sat, 11/19/22	8:00 AM - 5:00 PM	Meeting	Grand Ballroom	Round Tables of 10	200	Waived	\$	\$
Sat, 11/19/22	8:00 AM - 5:00 PM	Office	Hummingbird	Office	10	Waived	\$	\$
Sat, 11/19/22	8:00 AM - 5:00 PM	Refreshment Break	Grand Ballroom	Existing Setup	200	Waived	\$	\$3,000
Sat, 11/19/22	10:00 AM - 10:30 AM	Break AM	Grand Ballroom	Existing Setup	200	Waived	\$1,200	\$
Sat, 11/19/22	12:00 PM - 1:00 PM	Lunch Buffet	Herbs and Spices	Existing Setup	200	Waived	\$6,800	\$
Sat, 11/19/22	3:00 PM - 3:30 PM	Break PM	Grand Ballroom	Existing Setup	200	Waived	\$1,200	\$

- *Subject to change without notice.

- Ant = Anticipated; Agr = Number of Attendees

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Sleeping Room Revenue:	\$22,275.00
Total Anticipated Food and Beverage Revenue: <small>Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.</small>	\$20.800
Total Anticipated Meeting Room Rental Fees:	\$3192.00
"Total Anticipated Revenue":	\$46,267.00

Method of Reservation: Sleeping room reservations (if a part of your Event) will be made: directly by the attendee via the Internet using HiltonLink, please visit <http://www.hilton.com/GroupPage> to create your custom HiltonLink page at least 1 week prior to when housing is scheduled to open; OR directly by the attendee via the Internet. We have created a **Reservations Group Code** for your Event. Your Event Manager will provide you with the unique URL to send out to your attendees. Your designated Event Manager will contact you to discuss using our automated rooming list reservation process (Reservation Automated Processing Input and Delivery or **RAPID!**) and to obtain a copy of the housing form to review and approve for completeness and accuracy prior to publication to your attendees; OR via a rooming list. Hilton offers direct download into our reservation system using **RAPID!**. Your designated Event Manager will send you an Excel template to create your rooming list. Your final rooming list must be received on or before the Cut-Off Date; OR by you directly on Hilton.com.

Confirmation of Function Space: The Schedule of Events listed above indicates the function space that is tentatively being held for you. You agree to confirm with us the assigned function space before printing any materials listing specific meeting or function locations. You must contact the Hotel at least **14 days** before your Event to review and confirm the details for your Event, including final menus, final agendas, detailed daily room set specifications, decorations, entertainment and beverage service. Event Orders will be sent to you to confirm all final arrangements and prices. These Event Orders will serve as a part of this Express Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the Event Orders will be considered accepted by you as correct and you will be billed accordingly.

Guarantee of Final Numbers: Group must inform Hotel of the **final guaranteed** number of attendees that will attend each of the catered food functions by contacting the Events/Catering Department by email or phone no later than **Noon (local Hotel time)**, three (3) **business** days prior to the first day of the Event. Guarantees by text message cannot be accepted. We will not undertake to serve more than 3% above this guaranteed minimum. If for any reason the notice of the final guaranteed number of attendees is late, then the **anticipated** number of attendees for the applicable catered food function will be used for billing purposes and the menu may be different from the selected menu. Group will be charged the final guaranteed attendance or the number of attendees served, **whichever is greater**. Hotel will only prepare food to the final guaranteed number of attendees, and will not guarantee setting the room for more than 3% above the final guaranteed number of attendees.

ADDITIONAL CONCESSIONS

The Hotel is pleased to offer the following concessions based on Group's achievement of 90% or greater of the **combined Total Anticipated Sleeping Room Revenue and Total Anticipated Food and Beverage Revenue**. These concessions are valued at \$17984.00. If the actual total sleeping room revenue and the actual total food and beverage revenue for your Event materializes at less than 80% of the combined **Total Anticipated Sleeping Room Revenue and Total Anticipated Food and Beverage Revenue**, the concessions may be **reduced** proportionately at the discretion of the Hotel or, at your request, provided and charged to your Master Account at retail value, in addition to any Performance Fees you may owe related to sleeping room revenue and catered food and beverage revenue, plus applicable meeting room rental fees. Please advise the Hotel no later than 7 days prior to first guest room arrival of your decision whether you prefer to have concessions reduced or if you want to retain and pay for them. If you elect to pay for unearned concessions, you agree that you will pay all applicable labor charges, taxes, and gratuities on all concessions provided.

Item	Retail Value per Unit	Units/Quantity	Duration	Concession	Total Retail Value	Savings
Standard King bed room	USD99.00	4	4 days	4 Complimentary rooms	USD1584.00	USD1584.00
Room upgrades	USD20.00	5	4 Days	5 Comp upgrades	USD400.00	USD400.00
Meeting Room	USD8000	1	2 Days	Comp meeting room	USD16,000	USD16,000

Payment Terms:

Group agrees to pay no less than 100% of the total estimated Master Account charges or the total contracted revenues (whichever is higher) according to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	September 30 th 2022	\$5000.00
Second Deposit	October 14 th 2022	\$12165.50
Final Deposit	November 11 th 2022	\$12165.50

Guarantee of "Total Anticipated Revenue": If the Event is held, but the Hotel does not realize the Total Anticipated Revenue from your Event, you agree to pay liquidated damages due to your lack of performance to the Hotel in an amount equal to 80% of the higher of (1) the original Total Anticipated Revenue, or (2) the total charges for the Event (including gratuities, service charges, supplemental surcharges, rentals and applicable taxes) based on your final guarantee or contracted number of guests, plus applicable state and local taxes. Once food and beverage functions have been established under the Event Orders sent to Group by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher.

Group may reduce Group's guaranteed food and beverage expenditure without liability by up to 20% of the originally contracted Total Anticipated Food and Beverage Revenue. Any such request for reduction must be made in writing and delivered to the Hotel no later than **14 days** prior to Group's first arrival date (email is acceptable). At that time, Group's final completed program with meeting room specifications would be required along with Group's anticipated counts and detailed menus with pricing that will determine Group's revised anticipated spend. If Group do not exercise the option to reduce the guaranteed food and beverage expenditure on or before **14 days** prior to Group's first arrival date, the option to reduce the guaranteed food and beverage expenditure without liability is waived. If the Event is held, but the Hotel does not realize the Total Anticipated Food and Beverage Revenue from your Event, you agree to pay liquidated damages due to your lack of performance to the Hotel an amount equal to 80% of the original Total Anticipated Food and Beverage Revenue, or the total charges for the Event (including gratuities, service charges, supplemental surcharges, rentals and applicable taxes) based on your final guarantee or contracted number of guests, whichever is higher; *provided, however*, that if Group properly reduced Group's original food and beverage revenue commitment, the Total Anticipated Food and Beverage Revenue guarantee shall be reduced in a corresponding manner. Once food and beverage functions have been established under the Event Orders sent to Group by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher.

Performance Fees; Reduction In Numbers

Client may reduce the minimum numbers of pre-booked bedroom accommodation, pre-booked delegate requirements, pre-booked meeting room hire and/or pre-booked F&B without liability as per the table laid out below.

<u>Days before Arrival Date</u>	<u>Reduction in Numbers Allowed Without Performance Fees</u>
From date of signing up to 14 days in advance of Event	Up to 20% of original Total Anticipated Revenue for the Event
13 days to 7 days in advance of Event	Up to 10% of original Total Anticipated Revenue for the Event

The above-mentioned percentages are not cumulative. If Client does not exercise the option to reduce pre-booked bedroom accommodation, pre-booked delegate requirements, and pre-booked room hire and/or pre-booked F&B as described above, then the option is waived. If Client cancels the Event entirely after taking the reduction, cancellation fees will be calculated using the original minimum commitments. Any bedrooms, delegate packages, meeting rooms and/or F&B added after Event Agreement signing will automatically be subject to this Event Agreement's terms and conditions, including, but not limited to, full cancellation and performance fees/reduction in numbers policies. All adjustments in Room Block will result in a proportionate adjustment in assigned meeting room/function space, unless agreed otherwise by Hotel. If the Event is held, Client will owe Hotel performance fees if Hotel does not realize at least **80%** of each minimum revenue guarantee listed in the summary table above, plus applicable national and local taxes; *provided, however*, that if Client properly reduced Client's pre-booked commitments in accordance with this clause, each applicable minimum revenue guarantee listed in the summary table above shall be reduced in a corresponding manner.

Full Cancellation: You may cancel this Express Agreement only by giving written notice to us. No full cancellation damages will be owed by Group for cancellation between the date of signing of this Express Agreement and **14 days** in advance of the Event, however the non-refundable deposit (if any) will be retained by the Hotel. Due to products and services that must be purchased and scheduled in advance, cancellation notices received **10 days** or less in advance of the Event will incur a full cancellation damages fee equal to **100%** of the original Total Anticipated Revenue, or the total charges for the Event (including gratuities, service charges, supplemental surcharges, rentals and applicable taxes) based on your final guarantee or contracted number of guests, whichever is higher, plus applicable taxes if required by law.

Payment of cancellation damages is due **within 30 days following Group's written notice of cancellation to us**. Hotel may consider Group's notice of cancellation to be invalid and thus may not release accommodations held until payment of the applicable cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation, including, but not limited to, government regulations prohibiting travel to the city in which the Hotel is located over the Event dates and/or the issuance of a "Level 3 Travel Warning" by the Centers for Disease Control that specifically advises travelers to avoid all non-essential travel to the city in which the Hotel is located and which travel advisory is in effect over the Event dates; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

If the parties mutually agree that a valid Impossibility / force majeure event has occurred, and notwithstanding such fact the parties mutually agree to proceed with the Event, then taking into account the nature of the unforeseen occurrence and its actual adverse effect on the Event, the parties agree to negotiate in good faith an amendment to the performance (attrition) clauses of this Agreement as may be necessary to reasonably accommodate both parties' interests.

Additional Terms and Conditions: By signing where indicated below, the parties agree that in addition to the terms and conditions of this Express Agreement as outlined above, this Express Agreement is also comprised of all the additional terms and conditions set forth in the **Express Agreement (USA) Short Term Meeting-Additional Terms and Conditions** located on the following web site: <http://hiltondistribution.com/express-usa-short-term-meetings/addlterms.htm>.

Please sign and return this Express Agreement to us by **September 09, 2022**. We may release your tentatively reserved sleeping rooms and/or facilities if we do not receive your signed Express Agreement by the applicable due date. No cancellation fee shall apply in such circumstances. Once both you and we sign this Express Agreement, all provisions reserved on your behalf will be *confirmed* and therefore subject to the terms of this Express Agreement.

If this Express Agreement is returned signed by you but you have made any handwritten or typed changes to the document, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected in writing by us in our sole discretion.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Express Agreement on behalf of the party for which they sign, and the person signing on behalf of Group, if you are required to provide a credit card at time of contracting, further authorizes the Hotel to charge that initial credit card for the amounts indicated in this Express Agreement.


ACCEPTED AND AGREED TO:

CLIENT

Company Name: 6th Annual Caribbean Medicolegal and Forensic Symposium

HOTEL:

Hilton International Trinidad Limited

By: 
on behalf of Dr. Alfredo E Walker / Event Organizer / Forensic Pathologist/Coroner

By: _____
Natasha LaRode /Sales Manager

Dated: September 15/2022

Dated: _____

By _____
Officer

By _____
Darlene McDonald / Director of Sales & Marketing.

Dated: _____

Dated: _____