

**INSTRUCTIONS FOR USING THE APPROVED**  
**OAKLAND UNIVERSITY/ SPORTSTRIP, LLC**  
**GROUP SALES AGREEMENT**

The Office of Legal Affairs (“OLA”) has approved the following SportsTrip, LLC Group Sales Agreement (“SportsTrip Agreement”) to be used solely for confirming hotel accommodations that SportsTrip LLC brokers on the University’s behalf. **The SportsTrip Agreement may not be used for any other purpose.** The following conditions apply to use of this SportsTrip Agreement:

1. OLA must review and approve: (i) any revisions to the Cancellation Policy, Guest Rooms Attrition and/or Impossibility provisions in the SportsTrip Agreement; and/or (ii) any new provisions added to the SportsTrip Agreement except for administrative terms added to or removed from the contact information, Guest Room Commitment or Guest Special Concessions provisions. Otherwise, an authorized University representative may sign a completed SportsTrip Agreement without prior OLA approval.
2. The person signing the SportsTrip Agreement on the University’s behalf is responsible for completing and processing the SportsTrip Agreement as set forth in these instructions, and consistent with all other applicable University policies and procedures, before using any of the hotel accommodations. Compliance will be the subject of internal audit.
3. Please contact OLA at Ext. 3110 if you have any questions regarding these instructions or any proposed SportsTrip Agreement.

**GROUP SALES AGREEMENT BETWEEN  
(SPORTS TEAM) AND (HOTEL)**

GROUP:

GROUP CONTACT:

Name:  
Job Title:  
Street Address:

Phone Number:  
Email Address:

HOTEL CONTACT:

Name:  
Phone Number:  
Email Address:

**Pursuant to this group sales agreement, once accepted, Oakland Mixed Cross Country (“Group”) will be holding a group room block at Holiday Inn Express & Suites Bentonville (“Hotel”).**

**GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide, and the Group agrees that it will be responsible for utilizing, \_\_\_ room nights in the pattern set forth below (such number and such pattern, the “Room Night Commitment”):

Date	Day	Suite	King	Double/Double	Total Rooms

Room Type	Rate
King or Double/double	

Room rates are subject to applicable state and local taxes in effect at the time of check-out and are commissionable (10%) to SportsTrip, LLC (IATA #28633356).

**ROOM RESERVATIONS PROCEDURE**

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required and it must be provided to the hotel 14 days prior to the group’s arrival

**CHECK-IN/CHECK OUT**

Guest accommodations will be available at 3:00 pm on arrival day and reserved until 12:00 pm on departure day, unless otherwise indicated within this agreement.

**GUEST ROOM BILLING ARRANGEMENTS**

Room and tax will be charged to the master account. All movies, phones, and incidental charges will be turned off in all rooms, unless specifically designated by an authorized Group representative.

**MASTER ACCOUNT CHARGES**

The Hotel understands the Group will pay via Credit Card. Should Hotel require additional information to honor this

request, they agree to provide the request for this information to the Group.

#### **SPECIAL CONCESSIONS**

- *Complimentary basic internet in sleeping rooms*
- *Complimentary basic internet in meeting space*
- *Complimentary white board provided in meeting space*
- *Team can cater in their own meals to the meeting space*
- *Complimentary bus parking*
- *Double Meeting Planner Loyalty Points*
- *Complimentary room provided for the head coach*
- *Breakfast included in rate*

#### **CANCELLATION POLICY**

The Hotel and Group agree that should either party cancel this event for any reason, that the non-canceling party will suffer damages. Therefore, the parties agree that the canceling party will pay to the non-canceling party immediately upon notice of cancellation based upon the calculation below:

- Any time after confirmation up to six months prior to scheduled group arrival, a cancellation payment of 25% of the group's total anticipated revenue and tax would apply.
- Six months out and up to 60 days prior to scheduled group arrivals, a cancellation payment of 50% of the group's total anticipated revenue and tax would apply.
- Sixty days out and up to the group's arrival day, a cancellation payment of 80% of the group's total anticipated revenue and tax would apply.

Both parties agree that after receipt of such amounts it will not seek additional damages.

The Hotel understands the Group will be travelling to compete in a collegiate sporting event. Should the currently scheduled contest be rescheduled, relocated, or cancelled there will be no cancellation fee, provided that if the game date is changed, the Group agrees to rebook with the Hotel, if the Hotel is able to provide comparable accommodations at the same rates.

#### **GUEST ROOMS ATTRITION**

Hotel is relying upon Group's use of the Room Night Commitment. The Group agrees that a loss will be incurred by Hotel if Group's actual usage is less than 80% of the Room Night Commitment.

If Group's actual usage is less than 80% of the Room Night Commitment, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Group's actual usage, multiplied by the average group room rate, plus applicable taxes.

#### **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, war, acts of terrorism, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities.

#### **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations, or deletions, including corrective lining out by either the Hotel or group 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.

**ACCEPTANCE**

The "Group" and "Hotel" have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Hotel:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

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

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

Approved and authorized by Group:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

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

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

APPROVED SAMPLE