



**Austin Downtown/Convention Center  
300 E. 4<sup>th</sup> Street  
Austin, Texas 78701  
Phone: (512) 236-8008 Fax: (512) 691-9964**

**DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between: Courtyard by Marriott Austin Downtown, 300 E 4<sup>th</sup> Street, Austin, TX 78701, and Frank's Pool Service of Austin and outlines specific conditions and services to be provided.

ORGANIZATION:	Frank's Pool Service of Austin
CONTACT:	Frank Berlanga
ADDRESS:	5507 Wagon Train Austin, TX 78749
PHONE:	(512) 563-9971
FAX:	
E-Mail:	fpsoa@hotmail.com
HOTEL CONTACT:	Marie Yankovich Sales Manager
PHONE:	(512) 691-9486
E-MAIL:	marie.yankovich@whitelodging.com
NAME OF EVENT:	Frank's Pool Service of Austin
OFFICIAL PROGRAM DATES:	Friday, April 24, 2009 - Sunday, April 26, 2009

**GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide, and Frank's Pool Service of Austin agrees that it will be responsible for utilizing 32 total room nights as follows:

Room Type	Fri 04/24/09	Sat 04/25/09
Standard	15	15
Hospitality Suite	1	1

**GROUP ROOM RATES**

Based upon Frank's Pool Service of Austin's total program requirements as outlined in this agreement, Hotel confirms the following group rates for the nights of April 24-25, 2009:

Room	Single Rate	Double Rate
Standard	\$145.00	\$145.00
Hospitality Suite	\$269.95	\$269.95

Hotel room rates are subject to applicable state and local taxes (currently 15%) in effect at the time of check in.

**METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees directly by individual call-in to 1-800-321-2211.

**RESERVATIONS PROCEDURES**

After signing contract, should Frank's Pool Service of Austin decide to use a housing company or a third party agency, any additional fees will be added to the rate and an addendum will need to be signed at that time.

**GUARANTEED RESERVATIONS**

All reservations must be guaranteed with a major credit card of by Frank's Pool Service of Austin.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges.

**CUT-OFF DATE**

Reservations by attendees must be received on or before **Friday, April 3, 2009**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Frank's Pool Service of Austin group rate after this date.

Release of rooms for general sale following the Cut-Off Date does not affect Frank's Pool Service of Austin's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

**MASTER ACCOUNT**

Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

**METHOD OF PAYMENT**

The method of payment of the Master Account will be established upon approval of Frank's Pool Service of Austin's credit.

In the event that credit is not approved, Frank's Pool Service of Austin agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion.

The outstanding balance of the Frank's Pool Service of Austin's Master Account (exclusive of disputed charges) will be due and payable upon receipt of invoice. Frank's Pool Service of Austin will raise any disputed charge(s) within (10) days after receipt of the invoice. The Hotel will work with Frank's Pool Service of Austin 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 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.

**PAYMENT BY CREDIT CARD**

If Frank's Pool Service of Austin wishes to pay any portion of its obligation by credit card, the attached credit card authorization form must be filled in prior to execution of this Agreement.

**The attached form must also be filled in if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.**

**FUNCTION SPACE**

Based on the requirements outlined by Frank's Pool Service of Austin, the Hotel has reserved the function space set forth in the Function Information Agenda/Event Agenda.

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
4/25/2009	8:00 AM	5:00 PM	Meeting	Hollow Square	30	\$650.00

**FOOD AND BEVERAGE MINIMUM**

Frank's Pool Service of Austin has no Food and Beverage requirements at this time. If any Food and Beverage needs arise, there is catering available through the hotel.

**FACILITY SERVICE FEES**

Based on Frank's Pool Service of Austin's requirements, Hotel's room rental fees are \$650.00.

**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 Frank's Pool Service of Austin 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.

**DAMAGE TO FUNCTION SPACE**

Frank's Pool Service of Austin agrees to pay for any damage to the function space that occurs while Frank's Pool Service of Austin is using it. Frank's Pool Service of Austin will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Frank's Pool Service of Austin and its attendees.

**STORAGE/SHIPPING CHARGES AND PACKAGE HANDLING**

Hotel will apply the following shipping and package handling charges to Frank's Pool Service of Austin for any materials that are sent to the Courtyard by Marriott Austin Downtown and required to be stored and/or delivered to an assigned meeting rooms:

1. Boxes under 50lbs - \$5.00 per box
2. Boxes over 50lbs - \$10.00 per box
3. Poster or Tube - \$5.00
4. Display Case - \$35.00
5. Pallet - \$75.00
6. Crate - \$150.00

Due to limited storage space, we will **not** accept shipments more than three (3) business days prior to the group's arrival. If you are shipping boxes for your event, they must be addressed as the following:

**COURTAYRD BY MARRIOTT  
300 EAST 4<sup>TH</sup> STREET  
AUSTIN, TEXAS 78701**

<b>Attention:</b>	<i>(Put your on-site contact name here)</i>
<b>Group Name:</b>	<i>(Group or Organization's Name here)</i>
<b>Date Of Event:</b>	<i>(Date on-site contact will need package)</i>
<b>Deliver At:</b>	<i>Open 24 hours</i>
<b>Location Of Delivery:</b>	<i>Front Desk</i>
<b>Hotel Contact (Sales)</b>	<i>Marie Yankovich</i>
<b>Hotel Contact (Event Manager)</b>	<i>Kaisha Gurtner</i>

**PARKING**

Parking rates are as follows:

- Valet Overnight: \$21/night plus tax
- Valet Daily: \$12/day plus tax
- Self-Parking Overnight: \$16/night plus tax
- Self-Parking Daily: \$6/ 2 hour graduated to \$16 for 8 hrs

Parking rates do not include tax (currently 8.25%) and are subject to change without notice.

**CANCELLATION**

Frank's Pool Service of Austin agrees that if it cancels the room block it will pay Hotel \$5,000.00 within 30 days after cancellation as a reasonable estimate of the harm the cancellation will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

**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. 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.

**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 Frank's Pool Service of Austin 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 Frank's Pool Service of Austin 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**

Frank's Pool Service of Austin 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 under age.

**PERFORMANCE LICENSES**

Frank's Pool Service of Austin 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 Frank's Pool Service of Austin may use or request to be used at the Hotel.

**ACCEPTANCE**

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies Frank's Pool Service of Austin at any time prior to Frank's Pool Service of Austin's execution of this document, the outlined format and dates will be held by the Hotel on a first-option basis until **Tuesday, March 24, 2009**. If Hotel notifies Frank's Pool Service of Austin of another offer, Frank's Pool Service of Austin will have 72 hours to either sign this agreement or release the dates. Upon receipt by Hotel of a fully executed version of this Agreement prior to **Tuesday, March 24, 2009**, or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding between Hotel and Frank's Pool Service of Austin.

Hotel and Frank's Pool Service of Austin have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

**SIGNATURES**

Approved and authorized by Frank's Pool Service of Austin

Name: (Print) Frank Berlanga

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

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

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

Approved and authorized by Hotel:

Name: Marie Yankovich

Title: Sales Manager

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

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