



## GROUP SALES AGREEMENT

### **DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between **The Hotel Saskatchewan, Autograph Collection**, hereinafter known as "Hotel", Autograph Collection, 2125 Victoria Ave, Regina, SK, S4P 0S3, (306) 522-7691 and **Saskatchewan Information and Privacy Commissioner**.

ORGANIZATION: Saskatchewan Information and Privacy Commissioner

CONTACT:

Name: Pam Scott  
Job Title: Director of Operations  
Street Address: 503 - 1801 Hamilton Street  
City, State, Postal Code: Regina, SK S4P 4B4  
Country: Canada  
Phone Number: (306) 798-2261  
E-mail Address: pscott@oipc.sk.ca

NAME OF EVENT: Office of the Saskatchewan Information and Privacy Commissioner Conference

REFERENCE #: M-AMSGMEX

OFFICIAL PROGRAM DATES: Tuesday, 09/11/2018 – Thursday, 09/13/2018

### **GUEST ROOM COMMITMENT/GROUP ROOM RATES**

The Hotel agrees that it will provide, and Saskatchewan Information and Privacy Commissioner agrees that it will be responsible for utilizing, 80 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Day	Standard 1 bed	Total Rooms
09/11/2018	Tue	30	30
09/12/2018	Wed	30	30
09/13/2018	Thu	20	20

Start Date	End Date	Room Type	Single
09/11/2018	09/13/2018	Standard 1 bed	\$159.00

\*Please note additional costs for triple and quad occupancy may apply.\*

Hotel room rates are subject to all applicable tax and fees, currently 11% (6% PST and 5% GST) and 3% Destination Marketing Fee. All rates & pricing are quoted and payable in Canadian funds.

### **COMMISSION**

The group room rates listed above are net non-commissionable. Saskatchewan Information and Privacy Commissioner will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

### **METHOD OF RESERVATIONS**

Reservations for the Event will be made by individual attendees directly with Marriott reservations at 306-522-7691.

### **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Saskatchewan Information and Privacy Commissioner. Hotel will not hold any reservations unless secured by one of the above methods.

**CUT-OFF DATE**

Reservations by attendees must be received on or before **Thursday, August 9, 2018**, (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 Saskatchewan Information and Privacy Commissioner group rate after this date.

**NO ROOM TRANSFER BY GUEST**

Saskatchewan Information and Privacy Commissioner agrees that neither Saskatchewan Information and Privacy Commissioner 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 Saskatchewan Information and Privacy Commissioner reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual to pay all charges (cash-paying guests may be asked to leave a cash or credit card deposit to guarantee payment).

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Saskatchewan Information and Privacy Commissioner, 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	Function Room	Setup	#People	Rental	Related Events
09/11/2018	Tue	8:00 AM	11:00 PM	Set Up	Wascana	TBA	1	\$450.00	
		8:00 AM	11:00 PM	Set Up	Saskatchewan Suite	TBA	1	\$900.00	
		6:00 PM	9:00 PM	Cocktail Reception	Library	Cocktail Rounds	30	<del>\$250.00</del> *	6:00 PM - Reception
09/12/2018	Wed	8:00 AM	2:00 PM	Meal Room	Tea Lounge	Existing	35	n/a	
		8:00 AM	5:00 PM	Meeting	Saskatchewan Suite	TBA	35	<del>\$600.00</del> **Included in package	7:00 AM - Breakfast Buffet 10:00 AM - Break 12:00 PM - Lunch Buffet 2:00 PM - Break
		8:00 AM	5:00 PM	Breakout	Wascana	TBA	24	\$300.00	
		5:00 PM	11:00 PM	24 Hour Hold	Saskatchewan Suite	TBA	1	\$300.00	
		5:00 PM	11:00 PM	24 Hour Hold	Wascana	TBA	1	<del>\$150.00</del> *	
09/13/2018	Thu	8:00 AM	2:00 PM	Meal Room	Tea Lounge	Existing	35	n/a	
		8:00 AM	5:00 PM	Meeting	Saskatchewan Suite	TBA	35	<del>\$600.00</del> **Included in package	7:00 AM - Breakfast Buffet 10:00 AM - Break 12:00 PM - Lunch Buffet 2:00 PM - Break
		8:00 AM	5:00 PM	Breakout	Wascana	TBA	24	\$300.00	
		5:00 PM	8:00 PM	Teardown	Saskatchewan Suite	TBA	1	\$300.00	
		5:00 PM	8:00 PM	Teardown	Wascana	TBA	1	<del>\$150.00</del> *	
Total								\$4,300.00 \$2,550.00*	

*\*We are pleased to reduce your function space rental fees above to \$2,550.00 in consideration of your group business.*

## **MEETING PACKAGE**

The *Complete Retreat Meeting Package* was chosen for your program at the rate of **\$84.00** (\$79.00 +\$5.00 for hot breakfast) per person and includes the following:

- Hot Buffet Breakfast
- Mid-Morning Coffee Break
- Buffet Lunch
- Afternoon Coffee Break
- Main Meeting Room set-up fees\*\*
- Complimentary High Speed Wi-Fi
- Pads, Pens and Candy
- Basic Projection Package
- Parking

Note: All Additional Audiovisual requirements are extra.  
Taxes and gratuities are extra

**\*\* This Package is available for Saskatchewan Suite with a minimum of 35 guests guaranteed as discussed. If you have less than 35 guests the price will increase to \$94.00 per person\*\***

All meeting room, food and beverage, and related services are subject to applicable taxes, fees and service charges (service charge currently 19%) in effect on the date(s) of the event. All rates & pricing are quoted and payable in Canadian funds.

\*\*\*Please note that the Hotel reserves the right to re-assign all space in the event that numbers at any or all events should change dramatically and/or re-assign function space to a comparable function room.

## **DAMAGE TO FUNCTION SPACE**

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

## **ATTRITION**

Hotel is relying upon Saskatchewan Information and Privacy Commissioner's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Saskatchewan Information and Privacy Commissioner agrees that a loss will be incurred by Hotel if Saskatchewan Information and Privacy Commissioner's actual usage is less than eighty percent (80%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a twenty percent (20%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Saskatchewan Information and Privacy Commissioner's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, thirty five percent (35%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

## **MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

Saskatchewan Information and Privacy Commissioner agrees to a minimum banquet food and beverage revenue of **\$6,380.00**, exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). Hotel will confirm the food and beverage prices 96 hours prior to Saskatchewan Information and Privacy Commissioner's arrival date.

### **CANCELLATION**

Saskatchewan Information and Privacy Commissioner agrees that if it cancels the meeting it will pay Hotel **\$16,709.00**, plus applicable taxes, 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.

### **MASTER ACCOUNT**

Hotel must be notified in writing at least 3 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 Saskatchewan Information and Privacy Commissioner's credit. If credit is approved, the outstanding balance of Saskatchewan Information and Privacy Commissioner Master Account (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice.

Saskatchewan Information and Privacy Commissioner will raise any disputed charge(s) within 30 days after receipt of the invoice. The Hotel will work with Saskatchewan Information and Privacy Commissioner 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.

Saskatchewan Information and Privacy Commissioner has indicated that it has elected to use the following form of payment:

- RF ☐ Cash, money order, or other guaranteed form of payment  
☐ Credit card (We accept all major credit cards)  
☐ Certified Company check or Electronic Funds Transfer  
☒ Direct Bill w/approval [agreed alternative]

Saskatchewan Information and Privacy Commissioner may not change this form of payment.

In the event that credit is not approved, Saskatchewan Information and Privacy Commissioner 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

### **ADVANCE PAYMENT**

An advance payment of **\$2,000.00** will be required in order to hold arrangements on a definite basis. This advance payment is due on **Thursday, April 5, 2018** and will be credited toward the Master Account.

### **SPECIAL CONCESSIONS**

In consideration of the Room Night Commitment and the Functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Saskatchewan Information and Privacy Commissioner with the following concessions:

1. Two (2) complimentary standard rooms, for one (1) night for your guest speakers over your conference dates.
2. Three (3) complimentary in-room welcome amenities (Hotel's Choice).

### **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, 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.

### **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 Saskatchewan Information and Privacy Commissioner 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 Saskatchewan Information and Privacy Commissioner 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**

Saskatchewan Information and Privacy Commissioner 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.

### **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 Saskatchewan Information and Privacy Commissioner's needs. If such special setups or extraordinary formats are requested, Hotel will present Saskatchewan Information and Privacy Commissioner two (2) alternatives: (1) charging Saskatchewan Information and Privacy Commissioner the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

### **TECHNICAL SERVICES**

Freeman Audio Visual Canada is the Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Saskatchewan Information and Privacy Commissioner's equipment and expertise, a fee will be determined and charged if Saskatchewan Information and Privacy Commissioner selects such a provider.

### **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 Saskatchewan Information and Privacy Commissioner 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 Saskatchewan Information and Privacy Commissioner wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Saskatchewan Information and Privacy Commissioner 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 Saskatchewan Information and Privacy Commissioner, 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**

Saskatchewan Information and Privacy Commissioner 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 Saskatchewan Information and Privacy Commissioner may use or request to be used at the Hotel.

### **REWARDS PROGRAM – NOT QUALIFIED FOR REWARDING EVENTS**

Saskatchewan Information and Privacy Commissioner and the Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) acknowledges that the Rewarding Events program is only available to certain qualified Marriott Rewards Program members. Rewarding 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 non-U.S. SOE.

In addition, Rewarding Events is available only if Saskatchewan Information and Privacy Commissioner's own policies permit the Contact to receive Rewarding Events points or airline miles for the Event.

The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is not qualified to receive Rewarding Events Points or airline miles in connection with the Event, and by entering into this Agreement, hereby waives the right to receive an award of Points or airline miles in connection with the Event.

#### **ACCEPTANCE**


When presented by the Hotel to Saskatchewan Information and Privacy Commissioner, this document is an invitation by the Hotel to Saskatchewan Information and Privacy Commissioner to make an offer. Upon signature by Saskatchewan Information and Privacy Commissioner, this document will be an offer by Saskatchewan Information and Privacy Commissioner. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Saskatchewan Information and Privacy Commissioner at any time prior to Saskatchewan Information and Privacy Commissioner's execution of this document, the outlined format and dates will be held by the Hotel for Saskatchewan Information and Privacy Commissioner on a first-option basis until **Thursday February 22, 2018**. If Saskatchewan Information and Privacy Commissioner 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, Saskatchewan Information and Privacy Commissioner and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

#### **ELECTRONIC SIGNATURES**

In accordance with federal law, the parties shall execute this Agreement electronically – binding the parties to the same degree as a handwritten signature – by using the following process to create an electronic symbol signifying an intent to be legally bound. Each party must fill in the name, title, and date below, and insert a blackened box ("■") at the end of the line marked "Electronic Signature (*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*)". This Agreement shall not be binding on either party until both parties have electronically executed versions of the Agreement that are identical (apart from the electronic execution) and delivered the same to the other party by electronic mail as an attachment. Each party shall retain a paper copy of the electronic mail and attached executed Agreement received from the other party.

Approved and authorized by Saskatchewan Information and Privacy Commissioner:

Name: (Print) Ram SCOTT  
Signature: (Sign)   
Title: (Print) Director of Operations  
Date: February 22, 2018

Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*): ☐

Approved and authorized by Hotel:

Name: (Print) Rita Frost  
Title: (Print) Sales Manager  
Date: 02/22/2018

Electronic Signature

(*Replace Empty Box with Blackened Box Here to Enter Into Binding Obligation*): ☐

\*This may be done in Microsoft Word using the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."