



HYATT REGENCY GREEN BAY
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GREEN BAY, WI, 54301-, US
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EVENT SALES AGREEMENT
(Terms and Conditions at Hyatt.com)

Date Prepared: October 26, 2020

Group Contact: Diana Ellenbecker

Title: Finance Director

Organization: CITY OF GREEN BAY

Address: 100 N JEFFERSON
GREEN BAY WI
US 54301

Telephone: 9204483025 Fax: Email: diana.ellenbecker@greenbaywi.gov

Event Name: CITY OF GREEN BAY

Official Event Dates: 01-Nov-2020/05-Nov-2020

Hotel Sales Manager: Tracy Hillesheim

Title: Director of Sales and Events

Telephone: (920)432-1234 Fax: (920) 432-0700 Email: tracy.hillesheim@hyatt.com

This Event Sales Agreement (the "Agreement") is entered into between CITY OF GREEN BAY ("Group") and Hyatt Corporation, as agent of HR Green Bay Owner, LLC, a Delaware limited liability company, d/b/a Hyatt Regency Green Bay ("Hotel") and consists of the Event Details set forth below and the Event Sales Agreement Terms and Conditions found online at [Terms and Conditions](#) (the "Terms and Conditions").

EVENT DETAILS

Group's First Option Due Date: 27 Oct 2020

Meeting and Event Space Rental Fee: \$ 10,000 Room will be on 24 hour hold beginning on Sunday, 11/1/2020 until midnight on Thursday, 11/5/2020. Should additional days be needed, rental fee to increase based on additional days/time needed.

Food and Beverage Minimum: \$ 0

PROGRAM OF EVENTS

Date	Start Time	End Time	Function	Room	Setup	Attendance
01-Nov	08:00 AM	08:00 PM	OTHER	GRAND BALLROOM	SCHLRM-30 INCH TBLS	80
02-Nov	08:00 AM	08:00 PM	OTHER	GRAND BALLROOM	SCHLRM-30 INCH TBLS	80
03-Nov	08:00 AM	08:00 PM	OTHER	GRAND BALLROOM	SCHLRM-30 INCH TBLS	80
04-Nov	08:00 AM	08:00 PM	OTHER	GRAND BALLROOM	SCHLRM-30 INCH TBLS	80
05-Nov	08:00 AM	08:00 PM	OTHER	GRAND BALLROOM	SCHLRM-30 INCH TBLS	80

BILLING ARRANGEMENTS

Group shall be responsible for the Meeting and Event Space Rental Fee, food and beverage charges and other services requested by Group, in addition to applicable taxes and fees. Group appoints Diana Ellenbecker to review and approve all charges billed to the Master Account.

Payment of Group's total estimated Master Account will be due to Hotel prior to Group’s arrival in accordance with the deposit schedule below. Failure to remit such payment(s) when due will be deemed to be a cancellation of this Agreement by Group, and Group shall be liable for the Cancellation Charges as set forth herein.

Invoice disputes and/or billing errors must be communicated to Hotel no later than fourteen (14) days before the date payment is due.

Please note that Hotel never requests billing information or requests changes to billing information via email. Should Group receive any billing notice or inquiry via email, please contact the Hotel Sales Manager at the phone number set forth above.

CANCELLATION OPTION

Either Hotel or Group may cancel this Agreement without cause upon written notice to the other party at any time prior to the Event. The following Cancellation Charges (plus applicable taxes) will apply if Group cancels without cause. Payment terms are set forth in the Event Sales Terms and Conditions.

From 10/26/2020 through the first day of the Event	\$8,000 (80% Meeting and Event Space Rental Fee)
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COVID-19 TERMINATION CLAUSE

The parties acknowledge the circumstances in effect on the effective date of this Agreement relating to SARS-CoV-2, also known as “COVID-19,” namely, the World Health Organization’s declaration of a global coronavirus pandemic and related government-mandated travel restrictions, warnings, “lockdowns” and meeting size restriction, many of unknown duration, which have had, and may continue to have, a substantial impact on business. Given that the COVID-19 pandemic has impacted the parties prior to entering into this Agreement and that uncertainty regarding future conditions remains, the parties agree to this termination clause for Group related to COVID-19.

If Group’s performance is commercially impracticable (as defined below) because of the COVID-19 global pandemic, Group may notify Hotel in writing and the parties will negotiate in good faith in an effort to reach an amendment to this Agreement setting forth any agreed-upon adjustments to accommodate the circumstances. These

may include decreasing Group’s room or food and beverage revenue commitments, increasing permissible attrition and addressing any concessions or amenities contingent on revenue commitments.

For purposes of this section only “**commercially impracticable**” means that (1) the World Health Organization has declared a COVID-19 global pandemic; and (2) the U.S. Centers for Disease Control, the U.S. Department of State, the Public Health Agency of Canada, or comparable federal, state or local governmental public health authorities: a) issue travel warnings recommending against non-essential travel to the Hotel’s location or from a majority of the Group’s attendees’ locations as a result thereof, and such travel warnings are in effect 60 days or fewer before the first scheduled arrival date; or 2) issue guidance or rules limiting the size of a meeting or event such that fifty percent (50)% or more of the Group would be prohibited from attending

If the parties are not able to reach an agreement on an amendment to the Agreement, then Group may terminate this Agreement. If Group terminates the Agreement under this section, Group will pay Hotel as set forth in the chart that follows a percentage of the Cancellation Charges set forth in the section of this Agreement titled “Cancellation Option”:

If notice is received from 29 to the first day of the Event	\$4,000 (50% of the Cancellation Charges)
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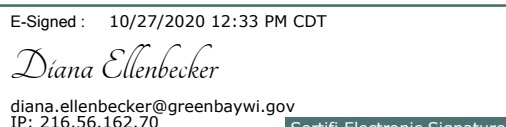
Any deposits paid to Hotel shall be credited to such Cancellation Charges. In the event that the Event is not rebooked as set forth herein, the Cancellation Charges shall be nonrefundable. Deposits and cancellation fees applied to a rebooked event may not be applied to cancellation or attrition fees for the rebooked event and any unused credit will be retained by Hotel.

Group acknowledges and agrees that Group has read and accepts the Event Sales Agreement Terms and Conditions. When signed by each party’s authorized representative, this Agreement shall constitute a binding agreement between Group and Hotel.

By Hotel’s
Authorized Representative

By Group’s
Authorized Representative

By: 
 Name: Tracy D Hillesheim
 Title: Director of Sales and Events
 Date: 10/27/2020

By: 
 Name: Diana Ellenbecker
 Title: Director of Finance
 Date: 10/27/2020