



**Drury Plaza Hotel Nashville Franklin**  
**1874 West McEwen Drive**  
**Franklin, TN 37067**  
**Telephone: (615) 771-6778**  
[www.druryhotels.com](http://www.druryhotels.com)

## HOTEL CONFIRMATION AGREEMENT

Dear Ms. Wright,

Thank you for selecting our Drury Plaza Hotel Nashville Franklin Hotel! We are looking forward to hosting your event and appreciate you entrusting us with your group. In order to guarantee the room rates quoted, the availability of sleeping rooms requested, and all other provisions of this Agreement, this Agreement must be signed and returned to the hotel by **July 19, 2019** or the Hotel reserves the right to release the guest rooms.

The following represents an agreement (the "Agreement") between: Drury Hotels Company, LLC d/b/a **Drury Plaza Hotel Nashville Franklin** ("Hotel") and **City of Franklin, Tennessee** ("Group") and outlines specific conditions and services to be provided. This Agreement may only be amended upon mutual written consent of Hotel and Group.

### GROUP INFORMATION

**Group Name/Post As:** City of Franklin, Tennessee  
**Contact:** Cyndi Wright  
**Telephone:** 615-550-6750  
**E-Mail:** cywright@franklintn.gov  
**Confirmation Number:** 2382016

### SLEEPING ROOMS

Hotel agrees that it will provide fifty (50) room nights in the pattern set forth below:

Room Type	9/2/19	9/3/19	9/4/19	9/5/19	9/6/19
Non-smoking 2 Queen Beds Deluxe Upper	2	10	10	10	10

### ROOM RATES

Hotel room rates quoted below are per room, per night, and subject to prevailing city, county, and state taxes:

Room Type	Single Rate	Double Rate	Triple Rate	Quad Rate
Non-smoking 2 Queen Beds Deluxe Upper	129	139	149	159

Proper documentation establishing tax exempt status varies by location and must be provided at least three (3) days prior to the Cutoff Date for approval. The Hotel has the final decision of establishing tax exempt status. Rates offered are Non-Commissionable.

**Group room rates include the following for overnight guests:**

- **Free Hot Breakfast** - Start every day with make-your-own Belgian waffles, scrambled eggs, sausage, fresh fruit, oatmeal, biscuits and gravy, KELSO+BROS® coffee and more. Free hot breakfast is served daily from 6–9:30 a.m. on weekdays and 7–10 a.m. on weekends.
- **Free Evening Drinks and Snacks\*** - Join us from 5:30–7 p.m. every evening to enjoy free hot food and cold beverages at our 5:30 Kickback®. We feature a rotating menu of hot food, beer, wine, mixed drinks and soft drinks.
- **Free Wi-Fi Throughout the Hotel** - Get the score, check your social networks or email family members from anywhere in the hotel – for free!
- **Free Soft Drinks and Popcorn** - Complimentary freshly-popped popcorn and a refreshing beverage are available each evening for a great nighttime snack!
- **On-Site Facilities** - Take advantage of the business center, fitness center or pool while you're away from home. Print your boarding pass, finish a presentation or check e-mail in our business centers.

\*Service of alcohol is subject to state and local law. Alcoholic beverages are not complimentary and require a nominal charge at the following hotels due to state and local laws: Drury Inn Bowling Green, Drury Suites Paducah, Drury Inn Paducah, Drury Inn & Suites Louisville East, Drury Inn & Suites Louisville North and Drury Plaza Hotel Downtown Pittsburgh.

**METHOD OF RESERVATIONS**

Reservations will be made by: **Rooming List.**

**Rooming Lists** should be submitted to your National Sales Coordinator PRIOR to the Cutoff Date. Please fax rooming list to your National Sales Coordinator at **(888) 760-1270**.

Individual reservations must be cancelled prior to 12:00 p.m. on the confirmed date of arrival in order to avoid a non-refundable fee equal to one night's room rate plus tax. We require a valid credit card and photo ID to be presented at check in. **Check In Time: 3:00 p.m. Check Out Time: 11:00 a.m.** Arrangements may be made for baggage storage with the Hotel's front desk staff.

**CUTOFF DATE**

Reservations by attendees must be received on or before **Monday, August 19, 2019** (the "Cutoff Date"). After the Cutoff Date, Hotel will release the unreserved rooms for general sale. Reservations received after the Cutoff Date will be confirmed on a space-available basis at prevailing rates.

**Group understands and acknowledges that this Agreement is for sleeping rooms only and does not include any meeting space and/or food and beverage services.**

**BILLING ARRANGEMENTS**

The following billing arrangements apply: **Rooms Only to Master Folio**

For any charges billed to the Master Account, payment must be made upon arrival at Hotel. You must also provide a valid credit card at time of booking, unless credit satisfactory to the Hotel has been established. A signed Credit Card Authorization Form (attached hereto as Attachment #1) is required upon submission of this Agreement. Your credit card provided at time of booking will be charged for meeting space and sleeping rooms, unless an alternate form of payment is provided at check-in. Further, any Cancellation or Attrition Fees incurred by Group shall be non-refundable and charged to the credit card provided at time of booking.

Should you wish to establish credit with the Hotel, you must complete, sign and submit a direct bill application form at least thirty (30) days prior to your Group's arrival at Hotel. Credit is subject to Hotel's approval and restrictions apply. Payment of any invoice, if credit is extended, is due and payable upon receipt of invoice.

**SECURITY**

Any and all security must be arranged through your National Sales Coordinator no later than fourteen (14) days prior to arrival. Hotel will contract with a licensed, bonded security service provider if your Group requires security services during its stay. The Group is not permitted to contract with or retain any other private security service provider to provide services on Hotel's premises during Group's stay.

**ATTRITION**

The rates offered by Hotel are based upon the anticipated room revenue from the room block as confirmed in this Agreement.

The Group has contracted a total of fifty (50) room nights. The Group will be allowed 20% reduction without incurring a charge. Should the actual paid room nights fall below 80%, the Group will pay contracted rates for the room nights required to achieve 80% performance ("Attrition Fees").

**Example Using a 100 Room Night Commitment:**

*100 Room Nights x 80% = Minimum Pick Up of 80 Room Nights*

*If Actual Pick Up = 60 room nights, the Group is responsible for 20 room nights at the Group Rate plus applicable taxes.*

**CANCELLATION**

If the Group cancels the event the Group will be subject to a Cancellation Fee. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Revenue in accordance with the following scale. You must notify your National Sales Coordinator in writing to cancel your Group room block. A cancellation confirmation will be sent upon request.

	<b>Cancellation Fee: % of Lost Revenue plus applicable taxes</b>
<b>More Than 30 Days Prior to Arrival</b>	<b>0%</b>
<b>21 - 30 Days Prior to Arrival</b>	<b>25%</b>
<b>14 - 20 Days Prior to Arrival</b>	<b>50%</b>
<b>13 Days or Less Prior to Arrival</b>	<b>75%</b>

There shall be no right of termination for the sole purpose of holding the same event in another city or at another facility in the same city, or for the sole purpose of booking another organization into the Hotel.

**FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, war, terrorism, civil disorder, disaster (including but not limited to fire, flood, severe weather, and earthquake), strikes or work stoppages, curtailment of transportation facilities or any other situation making it illegal, impossible or commercially impracticable for a party to perform its obligations under the Agreement. Either party upon written notice for any one or more of the foregoing reasons may terminate this Agreement without liability or damages.

**CONDITIONS OF AGREEMENT****Liability:**

Neither the Group nor any of its members or guests shall use any guest room, meeting space or any other part of Hotel for any activity that is illegal or prohibited under any applicable law, rule or regulation. The Group shall be liable for any damages to Hotel caused by any of its members or guests.

Hotel shall have no liability whatsoever for any samples, displays, property or personal effects brought to Hotel by the Group or its members and/or guests. Hotel reserves the right to inspect and control all private functions. Hotel does not assume responsibility for personal property or equipment brought into the meeting rooms.

By holding a room block or meeting room at Drury Hotels, you consent to Drury Hotels Company, LLC.'s Privacy Policy and Terms of Service

**Governance:**

State of Tennessee law shall govern this Agreement. Each party irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts located in Williamson County, Tennessee, and (ii) waives any objection thereto. This Agreement and the attached signed Credit Card Authorization Form are the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications, and may only be supplemented or changed in writing, signed by a representative of the Group and Hotel's authorized agent.

This Agreement may be executed and delivered by facsimile signature or electronic transmission (PDF file), and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It is expressly agreed that no failure or delay by any party hereunder in exercising any right, power of privilege under this Agreement shall operate as a waiver of the exercise of such right, power or privilege.

**Intellectual Property:**

Group agrees not to use Hotel's name, logo, mark, image or any other representation of Hotel without first receiving written authorization from Hotel to do so. Group is to provide Hotel with written application for such use, along with examples of such usage. Hotel will respond in writing to such request within fourteen (14) days of receipt of such request.

**Conflict of Interest; Fraudulent Conduct; Fraud Hotline:**

Hotel takes conflicts of interests and fraud claims seriously. Any third party (vendor, supplier, contractor, business partner, or agent), who becomes aware of a violation or potential violation of any law, or any fraudulent or potentially fraudulent conduct, is expected to report the same immediately. Hotel has established a 'Hotline' to ensure that persons can report fraud free of charge, using different options. Anyone with information regarding fraud or other corrupt practices against Hotel or involving Hotel staff, non-staff personnel, vendors, implementing partners and responsible parties, is strongly encouraged to report this information through the Fraud Hotline. The Fraud Hotline will protect confidentiality and can be directly accessed in different ways:

- Telephone number 1-800-436-1112
- Email: [fraudhotline@druryhotels.com](mailto:fraudhotline@druryhotels.com)



**ACCEPTANCE OF AGREEMENT**

Any changes in room blocks must be submitted in writing to the National Sales Coordinator at least two weeks prior to arrival and may result in a re-evaluation and change in room rates.

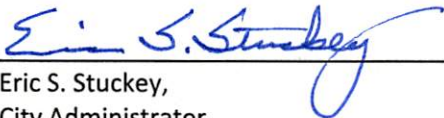
Please return the signed Agreement to Drury Hotels Company, LLC, Group Sales Office, ATTN: **Cathy Villhard 13075 Manchester Road, Suite 100, St. Louis, MO 63131** or fax to **(888) 760-1270**.

On behalf of the Group, I hereby accept the above provisions and further warrant that I have authority to sign on behalf of City of Franklin, Tennessee. A facsimile or photocopy signature on this Agreement, any amendment or any notice delivered from one party to the other shall have the same effect as an original signature.


**SIGNATURES**

Approved and authorized by the Group:

CITY OF FRANKLIN, TENNESSEE:

	8-6-2019
Eric S. Stuckey, City Administrator	Date

Approved and authorized by Hotel:

	7/29/19
Cathy Villhard / Sheena Connely National Sales Coordinator	Date

Approve as to Form:


Shauna R. Billingsley, City Attorney

Reviewed and approved, as revised,  
by Drury Hotels Company, LLC's Legal Dept.:





13075 Manchester Road  
Suite 100  
St. Louis, MO 63131

### Attachment #1: Credit Card Authorization Form

Please fill out the entire form. Only completed forms will be processed.

I authorize payment and agree to pay for the following charges associated with the upcoming stay by the Group:

- Room Charges if valid payment is not paid within the time period set forth in the Hotel Confirmation Agreement signed by the Hotel and Group ("Agreement"), attached to this Credit Card Authorization Form and incorporated herein.
- Any attrition and/or cancellation fees payable by Group for failure to fill or for cancellation of the contracted Group room block as set forth in the Agreement, attached to this Credit Card Authorization Form and incorporated herein.
- Guest Pantry, if available
- Dry Cleaning
- Other (please specify other; i.e., parking at select locations): \_\_\_\_\_

for the named Group identified as City of Franklin, Tennessee Fire Department in the Agreement at the Hotel known as Drury Plaza Hotel Nashville Franklin and located at 1874 West McEwen Drive, Franklin, TN 37067 arriving on 9/2/2019 12:00:00 AM. I certify that I am the cardholder of the credit card identified below and am authorized to bind the Group to pay for the charges set forth above.

Cardholder's Signature \_\_\_\_\_

Cardholder's name as it appears on the credit card (please print):

Indicate Card Type  American Express  Discover  Visa  MasterCard  Diners Club International

Enter ONLY the last four digits of credit card number \_\_\_\_\_

Cardholder's Phone Number \_\_\_\_\_

Cardholder's Billing Address \_\_\_\_\_

Cardholder's City / State / Zip \_\_\_\_\_

**This Authorization is part of Agreement between the parties, as indicated above, and may only be supplemented or changed in writing. There are no restrictions or conditions on this Authorization unless otherwise written above.**

Please **fax** completed form to (888) 760-1270

# DRURY HOTELS.

## Rooming List Form - Group Number 2382016

Please disregard if information has already been provided

<b>Group Name:</b> City of Franklin, Tennessee Fire Department	<b>Hotel Location:</b> Drury Plaza Hotel Nashville Franklin
<b>Onsite Contact:</b>	<b>Onsite Contact Phone Number:</b>
<b>Arrival Pattern (Individual or Group):</b>	<b>Departure Pattern (Individual or Group):</b>
<b>Arrival Date:</b> 9/2/2019	<b>Departure Date:</b> 9/7/2019
<b>Arrival Time (If Arriving Together):</b>	<b>Departure Time (If Departing Together):</b>
<b>Will Group be attending Kickback (5:30p - 7p):</b> Yes or No	<b>Tax Exempt (must provide letter):</b> Yes or No
<b>Special Requests or Additional Information:</b>	
*Please highlight or notate any changes if sending a revised list	
** Also please note that the hotel cannot guarantee specific requests	
<b>Total Number of Rooms:</b> _____	

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
1.)					
2.)					

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
3.)					
4.)					
5.)					
6.)					
7.)					
8.)					
9.)					



Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
10.)					
11.)					
12.)					
13.)					
14.)					
15.)					
16.)					

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
17.)					
18.)					
19.)					
20.)					
21.)					
22.)					
23.)					

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
24.)					
25.)					
26.)					
27.)					
28.)					
29.)					
30.)					