



Is Pleased to Present this Group Sales Agreement to:

**Sarah Janes
Automatic Transmission Rebuilders Association**

To host

**ATRA - 2023 Technical Seminar
Friday, March 31, 2023 to Sunday, April 2, 2023**

**Prepared by : Elaine Kao
Sales Manager
Hilton Vancouver Metrotown**

**Hotel Confirmation/Booking Agreement
Hilton Vancouver Metrotown**
6083 McKay Avenue
Burnaby, British Columbia V5H 2W7
(604) 438-1200 Sales Fax (604) 639-3737

February 24, 2023

Sales Manager: Elaine Kao
Market Segment: Group, Convention & Association

GROUP SALES AGREEMENT

This Agreement is made and entered into as of Friday, February 24, 2023, by and between **HILTON VANCOUVER METROTOWN** and Automatic Transmission Rebuilders Association. Group agrees that the terms of this Agreement are based upon the information provided by Automatic Transmission Rebuilders Association below. If information provided by Group materially changes or is incorrect, this Agreement may be terminated pursuant to **Section 3**.

*Note: This contract is not definite until such time as the Hotel receives a signed contract in 5 days.

1. GROUP INFORMATION

- **Company/Organization Name:** Automatic Transmission Rebuilders Association
- **Event Name :** **ATRA - 2023 Technical Seminar**
- **Contact Name :** Sarah Janes
- **Contact Phone:** (210) 416-2725
- **Email:** **sjanes@atra.com**

2. GROUP ROOM RESERVATIONS

2.1 GUEST ROOM ACCOMMODATIONS

Hotel will hold the following block of rooms for Group's use, but does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other, unless so indicated in this agreement.

Friday, March 31, 2023 to Sunday, April 2, 2023

Hilton Vancouver Metrotown - ATRA - 2023 Technical Seminar		
	Fri 3/31/2023	Sat 4/1/2023
Deluxe King Room	10	10

CHECK IN TIME: 4:00pm on the day of arrival **CHECK OUT TIME:** 12:00pm on the day of departure **NUMBER OF ROOM NIGHTS:** 20

CUT OFF DATE: Friday, March 17, 2023, After this date, rooms not covered by individual reservations, as provided in Section 2 hereof, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date, at the prevailing room rate, subject to availability.

The Room Block and agreed room rates will be available until the Cut Off Date. After that date, unreserved rooms in the Room Block will be released for general sale. Room reservations after the Cut Off Date will be offered based on availability at prevailing rates. The parties agree that release of the rooms at Cut Off does not impact the enforceability of the Contract or Group's obligations under the Performance Clause.

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2.2 GUEST ROOM RATES

- The hotel is pleased to confirm the following room rates for this group

Hilton Vancouver Metrotown - ATRA - 2023 Technical Seminar - CAD				
	Single Rate	Double Rate	Triple Rate	Quad Rate
Deluxe King Room	\$189.00	\$189.00	N/A	N/A

Aside from the protected group bedroom rates listed above, the hotel also offers other room and suite categories that guests may wish to book at the increments listed below. These other categories are subject to availability at the time of reservation.

Accommodation Selection:	Guestroom Rates
Deluxe King / 2 Queen Bed Room	\$189.00
Deluxe One Bedroom Suite	+ \$45
King / 2 Queen Bed High Floor View Room	+ \$25
High Floor One Bedroom Suite	+ \$70
Executive King / 2 Queen Bed Room	+ \$50
Executive One Bedroom Suite	+ \$95

- All pricing and minimums stated in this contract and the Minimum Revenue do not include applicable taxes, fees, assessments service charge or gratuity, and which are subject to change. Group agrees to pay all applicable taxes, service charges and gratuities which are currently:
 - Room Tax: 10%
 - Goods & Services Tax: 5%
- Please note that all rates are quoted in Canadian dollars and are net non-commissionable. Tax is subject to change in accordance with government regulations.
- Room rates are based on single/double occupancy. Thereafter is a \$20.00 charge for each additional person.
- Once the group's room block is released, the Hotel will not extend the group rate. Rooms booked after the release date are subject to rate and room type availability.

2.3 RESERVATION METHOD

• INDIVIDUAL RESERVATIONS

The Room Block is being held on a definite basis for Group upon signing of this Contract.

Each individual guest must make their own reservations by calling the following by, Friday, March 17, 2023. They must identify themselves as members of the Automatic Transmission Rebuilders Association Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card.

- Hotel Toll Free Line at **1-888-744-5866**
- Locally at **(604) 438-1200**
- Central Reservations at **1-888-559-4599**

Cancellations made less than 48 hours prior to arrival date and no-shows will be charged one night room and tax to their credit card.

The hotel will load a HiltonLink with your event information and access to online reservations. This link will be loaded with Automatic Transmission Rebuilders Association's negotiated rate(s) subject to the availability of the group block. This should be provided to all attendees for ease of booking at the hotel. To enhance your HiltonLink you can email your logo and photo on jpeg format to elaine.kao@hilton.com. Please ensure that file image is no larger than 30kb and 300x300 pixels. Your link will be emailed to you 10 working days after receipt of signed contract.

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2.4 INCIDENTALS: INDIVIDUAL PAY OWN

- Incidental expenses of Group members will be the responsibility of each guest. The guest will be expected to leave a valid credit card with the hotel at the time of check-in. It will be Group's responsibility to inform their members of this requirement.

3. CANCELLATION/MODIFICATION

3.1 CANCELLATION OF ROOM RESERVATIONS

- Guests are responsible for paying for their own accommodations. Deposits (taken by credit card) are refunded or credited only if notice is received 48 hours prior to arrival date and cancellation number must be obtained by guest.

Cancellations made less than 48 hours prior to arrival date and no-shows will be charged one night room and tax to their credit card.

3.3 ATTRITION CLAUSE

- The hotel reserves the right to reduce the size of the room block at anytime when the opportunity arises for the hotel to confirm a non guaranteed room block. The hotel agrees that the client maintains the first right of refusal to utilize rooms being held by the Hotel. Therefore, the hotel agrees to notify with 24 hours notice in writing in order to advise and obtain written approval from the GROUP who will be responsible to either guarantee said rooms with a required non refundable deposit per room or release the rooms back to the Hotel.

4. MISCELLANEOUS

4.1 PARKING

- Complimentary parking for the first 3 hours is available in the underground parkade in Red, Brown and Green zones on P1, P2, P3 and P4, \$3.00 each half hour or portion to a maximum of \$13.00 per day inclusive of tax. The parkade is accessible off Kingsborough Street and you can [click here for a map.](#)
- There is a Blue Zone located on each level and parking in this zone is reserved for **overnight hotel guests/valet service** only. Guests must register their vehicle's license plate at the front desk. Access to the Hotel Lobby via stairs or elevator is located in the "Blue" zone. Overnight self-parking is available at \$21.00 inclusive of tax per day. Daytime valet parking is available at \$19.00 and overnight valet parking is available at \$29.00, both inclusive of tax per day. Subject to change.

5. GENERAL PROVISIONS

5.1 DAMAGE CLAUSE

- In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense of any damage to Hotel caused by its members. Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

5.2 GROUP'S PROPERTY

- Group agrees and acknowledges that Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. Provincial laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

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5.3 INSURANCE

- Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

5.4 IMPOSSIBILITY / FORCE MAJEURE

- Either party will be excused from its obligations under this Contract if circumstances beyond its reasonable control, including: Acts of God; declared war in Canada; Federal, Provincial or Local government restrictions on meetings in effect 60 days or less before the event dates that would prevent the event from taking place as contracted; civil disorder within a five mile radius of Hotel; or terrorist act in the city where Hotel is located; any of which make it illegal, impossible or commercially impracticable for the Event to be held at Hotel. The impacted group may terminate this Contract without liability by giving written notice within ten days of the occurrence

5.5 DISPUTE RESOLUTION

- This Agreement will be interpreted in accordance with the laws of the Province in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

5.6 ENTIRE AGREEMENT

- This Contract, represents the full and final understanding and agreement of the Parties and supersedes all prior negotiations and discussions, written or oral. Any change or amendment to this Contract, other than giving final event guarantees, must be confirmed in writing and signed by both parties.
- Any notice required under this Contract, except final event guarantees, must be in writing addressed to the contacts listed on the first page, unless otherwise agreed. Notices may be sent via email attachments, but emails or text messages alone will not be valid as notice or amendments.

5.7 MISCELLANEOUS

- The persons signing this agreement for Hotel and Group each warrants that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

5.8 NO ASSIGNMENT

- To avoid potential conflicts with other customers scheduled over the same dates, this contract may not be assigned by Group without written approval of Hotel. Group must give hotel at least thirty days' notice of intention to assign. In no event may Group assign or sell guest rooms or facilities to a third-party wholesaler or reseller. Group will remain obligated under this Contract if Hotel ownership changes, but will be allowed to terminate without liability if Hotel is no longer operated under the same brand.

5.9 RIGHT OF HOTEL TO TERMINATE

- If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 3 above.

5.10 RIGHT OF INSPECTION/ENTRY

- Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

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ACCEPTANCE OF CONTRACT

The persons signing below expressly agree that they have full authority to enter into this contract on behalf of the party for which they sign and that no further approvals or signatures are required to make this a binding contract.

No handwritten changes or lining out on this Contract will be considered valid. If Contract is returned with any handwriting, it will be considered a counteroffer and Hotel will provide a clean copy for final signature.

The arrangements in this contract are being held by Hotel on a tentative basis until Thursday, March 2, 2023. If Hotel does not receive a signed copy of this Contract by Group by that date, Hotel will have the option to release the arrangements. If Group needs extra time to evaluate this offer, it must notify Hotel and receive written confirmation of the extension. If the contract is signed by both Parties after the expiration of any option deadline, it will still be considered a binding contract. The Contract will become binding only upon signature by both parties where indicated below.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set for on page one of this Agreement:

HILTON VANCOUVER METROTOWN

For Hotel:

Signature: _____
Printed Name: Elaine Kao
Title: Sales Manager
Date: _____

Automatic Transmission Rebuilders Association

For Group:

Signature: *Sarah Janes*
Printed Name: Sarah Janes
Title: Growth and Operations Manager
Date: 02/24/23

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