



HOTEL GROUP SALES AGREEMENT

November 16, 2018

**University of Windsor - Faculty of Law
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We are pleased that University of Windsor - Faculty of Law ("Group") has chosen Caesars Entertainment Windsor Limited ("Hotel") and we wish to provide you with the following information which will serve as the terms and conditions under which you agree the Hotel will provide accommodations to the Group.

Reservation Period: March 1, 2019 to March 4, 2019

1. SERVICES

1.1 In exchange for the Hotel providing accommodations to the Group, the Group acknowledges and agrees as follows:

2. GUESTROOM BLOCK

The Hotel has tentatively reserved a block of rooms in accordance with the following agenda ("Room Block"), pending the signing of this Agreement:

Room Type	Fri 03/01	Sat 03/02	Sun 03/03
Deluxe	20	20	20

3. RATE INFORMATION AND POLICIES

3.1 Rates

Rates as indicated in the following summary are confirmed and applicable for the Room Block indicated herein.

Room Type	Single Rate	Double Rate
Deluxe	\$170.00	\$170.00

3.2 Additional Room Charges and Policies

The room rates quoted herein will be subject to the following additional charges and policies:

- (a) Rates are subject to all applicable taxes, currently 13% HST;
- (b) Rates are subject to Municipal Accommodations Tax (MAT), currently 4%;
- (c) Rates are quoted in Canadian funds and are on a per room, per night basis;
- (d) Smoking rooms and accessible rooms are available on request;
- (e) Rates are net non-commissionable.
- (f) Group baggage handling fees will be charged at \$3.00 plus HST per person one way. Roundtrip (in and out) baggage handling fees will be charged at \$6.00 plus HST per person.

3.3 Added Value

Complimentary Valet parking for hotel guests
Complimentary use of the pool and fitness centre for hotel guests
The \$10.00 Resort Amenity Fee (RAF) per room per day plus tax and the \$5.00 Room Reservation Fee is waived

4. RESERVATION PROCEDURES

4.1 Cut-Off Date

The Hotel has established a cut-off date of **January 30, 2019** (the "Cut-Off Date") for reservations.

After the Cut-Off Date, all room nights which have not been reserved will be deemed to be room nights that the Group will not use and these rooms will be returned to the Hotel's inventory. The Hotel will determine whether or not it can offer the rates confirmed to the Group for late requests. In order to guarantee any unreserved rooms in the Room Block after the Cut-Off Date, the Group must make full payment to the Hotel. Rooms cancelled during sold out periods will not be available for reassignment.

4.2 Method of Reservations

Individual Reservations – Group Code: SUW0301

The Group has elected to have its attendees make reservations directly with the Hotel. The attendees must contact the Hotel's **Reservation Department at 1-800-991-8888** before the Cut-Off Date and must identify themselves as being part of the Group and quoting the group code **SUW0301** in order to receive the negotiated rates.

Individual guests will be required to guarantee their reservations for arrival by use of a major credit card.

4.3 Check-In Time/Check-Out Time

Check-in time begins at 4:00 p.m. and check-out time is 11:00 a.m. Any departures after 11:00 a.m. are subject to the full day charge. Requests to retain rooms beyond 11:00 a.m. should be directed to the Hotel Manager on duty after the guest is registered. Should it be possible to extend a late check-out, a late departure charge may be applied.

5. BILLING INFORMATION AND POLICIES

5.1 Billing Instructions

The following billing instructions will be applicable to the Room Block:

Individual Pay Own – Group Code SUW0301

All guests will be individually responsible for payment of their own room charges, applicable taxes and incidental charges at the time of check-out. A credit card for a Two Hundred (\$200) Dollar authorization for each guest room reserved will be required for incidental charges.

6. First Right of Refusal

If Caesars Windsor receives a request from another group over the dates indicated herein prior to the option date of November 30, 2018, Caesars Windsor will give notice to the Customer to exercise its first option and confirm on a definite basis by signing back this Agreement. The Customer will have forty-eight (48) hours to return the signed Agreement. If the Customer does not return the signed Agreement within forty-eight (48) hours, all space will be released and neither party will have further obligation or liability.

7. Miscellaneous

Any advertising and promotion including, without limitation, any signage or banners (hereinafter "signs") are subject to the prior approval of Caesars Windsor. Signs are not permitted on/in guest room floors, elevators and main lobby areas of Caesars Windsor or the exterior of the facility. Caesars Windsor will assist in placing any signs.

This Agreement will terminate without liability to either party if substantial performance of either party's obligations is prevented by an unforeseeable cause reasonably beyond the party's control. Such causes include, without limitation: acts of God; acts, regulations, or orders of government authorities; fire, flood, explosion, power failure, strikes, slow-down, lockouts, picketing, boycotts, work-stoppage or other restrictions of labour, war, disaster, civil disorder, curtailment of transportation facilities, or other emergency making it illegal, or otherwise impossible to provide the facilities or the services; and delay in necessary and essential construction or renovation of Caesars Windsor.

This Agreement shall be interpreted and constructed in accordance with the laws of the Province of Ontario and the Group hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario. Either party shall not assign this Agreement without the written consent of the other party, save and except any; assignment by Caesars Windsor to the Ontario Lottery and Gaming Corporation, or its nominee, upon written notification to the other party. Any assignment by Caesars Windsor shall relieve Caesars Windsor from its obligations under this Agreement other than obligations that arose prior to the date of the assignment.

This Agreement, together with the schedules attached hereto, constitutes the entire Agreement between the parties and supersedes all prior agreements, proposals or understandings whether written or oral. The parties agree that any amendments or changes to the arrangement described in the Agreement must be made in writing and signed by both parties.

ACCEPTED BY:

The Customer has read, understands and agrees to fully comply with all of the above terms and conditions:

I Have the Authority to Bind the Organization

Per: _____

Date: _____