



**Neill Wycik Hotel**  
**96 Gerrard Street East, Toronto, Canada**  
**416-977-2320 x. 3012 | 1-800-268-4358**

**GROUP ACCOMMODATIONS AGREEMENT**

**Group Name**

This Agreement is made and entered into as of \_\_\_\_\_ by and between Neill Wycik Hotel and \_\_\_\_\_. Group agrees that the terms of this Agreement are based upon the information provided by Group below. If information provided by Group materially changes or is incorrect, this Agreement may be terminated pursuant to Section 5.

<b>Group Name:</b>		<b>New/Returning:</b>	
<b>Contact:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Fax:</b>	
<b>Address:</b>			
<b>On-site Contact:</b>		<b>Phone:</b>	
<b>Emergency Contact:</b>		<b>Phone:</b>	
<b>Check-in Date:</b>		<b>Check-out Date:</b>	
<b>Number of Females:</b>		<b>Number of Males:</b>	
<b>Separate Floors (Y/N):</b>		<b>Separate Units (Y/N):</b>	

**GROUP ROOM RESERVATIONS**

***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.

- ❖ Room rates are based on a per person/per bed nightly occupancy.
- ❖ Hotel room rates are subject to applicable federal and provincial taxes. All rates are net and non-commissionable.
- ❖ Any "No Shows" are subject to the fee of the guest's entire stay lodging plus the applicable taxes.
- ❖ Specific room types and special accommodations may be requested but are not guaranteed.

**RESERVATION METHOD:**

**CUT OFF DATE:**

**To be completed by the Group Sales Manager and returned to the group contact for confirmation.**  
 After this date, rooms not covered by rooming list/individual reservations may be released.

## RESERVATION METHOD

**ROOMING LIST:** The Group Sales Manager will provide you with a template to submit your list. Once a rooming list has been issued by the Group Sales Manager, group must submit a rooming list to Hotel no later than ten (10) days after receiving the document. If guests on the rooming list do not check in, the Group's Master Account will be charged for the guest's entire lodging stay and recorded as a "No Show."

**NOTE:** All attendees must identify themselves as a member of the Group to receive the group rate and to have their reservation credited to your block. Any reservations made outside of the group block will not be considered for purposes of complimentary allocations, attrition, meeting room rental, or any other provision of this agreement contingent on room pick-up. Groups represented by a leader or chaperone can vouch for the identity of a group and its members.

## BILLING/CREDIT PROCEDURES

Once this agreement has been received and reviewed by the Group Sales Manager, they will issue this document back to be completed in its entirety and accompanied by the Payment Confirmation Form. Should the Payment Confirmation Form not be accurately filled out and or not completed, the parameters of this agreement are void.

## TERMS AND CONDITIONS

**1. Reservations:** Reservations will be made by no later than **cut off date**. After that date, group agrees that Hotel may offer unused rooms held in group's block to other customers to reduce Hotel's losses and group's obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability at the hotel's prevailing rate.

**2. Commission / Third Party Payments:** As previously articulated, all rates are net and non-commissionable. Any fees to be paid out to third parties, is the full responsibility of the group.

**3. Cancellation and Performance:** The rates offered by hotel are based in part upon the total gross revenue anticipated by Hotel from group's agreement to use and pay for the rooms requested above and outlined in the Group Rooming List. It is understood that Hotel loses substantial revenue upon the unexpected cancellations of a reservation. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if group's reservation is cancelled. \*All cancellations must be submitted in writing via email to [groupsales@neill-wycik.com](mailto:groupsales@neill-wycik.com).

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Less than 120 days prior to arrival	25% of total anticipated revenue
Less than 90 days prior to arrival	50% of total anticipated revenue
Less than 60 days prior to arrival	75% of total anticipated revenue
Less than 30 days prior to arrival	100% of total anticipated revenue

**4. Attrition:** If the reservation is held, but Hotel does not realize the total estimated revenue from sleeping rooms, room rental, food and beverage and any additional contracted items anticipated from the reservation, group agrees to pay liquidated damages. The damages owed will be in the amount necessary for Hotel to receive no less than 90% of each minimum expected revenue, plus applicable taxes and service charge.

**5. Payment Arrangements:** Unless group has established credit in advance with Hotel, group will pay the entire contract price in by certified cheque or credit card at least seven (7) business days prior to the group's check-in date. Hotel may terminate this agreement and retain the portion of group's deposit or seek additional amounts necessary to equal the Cancellation Fee if payments are not made as agreed. If group has established credit, payment in full will be due within thirty (30) days of the group's check-in date. If preferred, all charges can be paid by credit card or by certified cheque. Hotel accepts MasterCard or Visa. If credit has not been approved for the group's reservation, group will provide Hotel with an alternate credit card to which all estimated Master Account charges will be charged no later than **date**.

**6. Outside Food and Beverage:** Hotel does not provide food and beverages outside of the complimentary breakfast offered by the in-house Café and in-house restaurant, Bocconcini. All outside food brought into the hotel must be consumed or properly discarded by the guest(s) prior to check-out. Failure to comply could result in a \$50 cleaning charge per unit at the discretion of management. The fee applies to all meeting room rentals. Please request a Meeting Room Policy Form should you intend to rent the meeting room.

**7. Security:** Hotel is not responsible for any loss or damage to group's property. If required, in Hotel's sole judgment, in order to maintain adequate security measures, Hotel may request group to hand all valuable items of reasonable value over to a front desk agent to be properly stored in the hotel's secure safe.

**8. Indemnification & Insurance:** To the extent permitted by law, group shall protect, indemnify, defend and hold harmless Hotel and its directors, partners, management, members, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonably attorney's fees. (collectively "Claims") to the extent arising out of or caused by group's negligence or negligence of group's guests, employees or contractors in connection with the use of Hotel facilities. Group represents and warrants that its activities conducted at the hotel and in connection with the reservation shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party. Hotel may, at its discretion, require group to include Hotel, its Owner, and its Manager(s) in such policies as additional insureds or may require additional coverages based up on the nature of group's reservation.

**9. Damage Clause:** Group agrees to assume all liability and indemnify Hotel for expense of any damage to Hotel caused by its guest(s). 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 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 cause by Group's negligence or intentional misconduct.

**10. Promotional Considerations:** Hotel has the right to review and approve any advertisements or promotional materials in connection with group's reservation or functions that specifically reference any name or logo of Hotel.

**11. Force Majeure:** The performance of this agreement is subject to termination without liability upon the occurrence of acts of God, war within the borders of Canada, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel's facilities.

**12. Collection/Attorney's Fees:** If Hotel retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, group will pay all expenses incurred by Hotel in such collection efforts, including attorney fees, collection charges, and expenses.

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Neill Wycik Hotel

Group Name

Name:

Name:

Title:

Title:

Date:

Date: