



Pear Tree Inn St. Louis Near Union Station  
2211 MARKET STREET  
ST. LOUIS, MO 63103  
Telephone: (314) 241-3200  
[www.druryhotels.com](http://www.druryhotels.com)

## HOTEL CONFIRMATION AGREEMENT

Dear Manda,

Thank you for selecting our Pear Tree Inn St. Louis Near Union Station 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 **November 21, 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 **Pear Tree Inn St. Louis Near Union Station** ("Hotel") and **DJUSD Citrus Circuit Robotics** ("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:** DJUSD Citrus Circuit Robotics  
**Signee:** Bruce Colby  
**Contact:** Ms. Manda Yeung  
**Coach:** Steve Harvey  
**Telephone:** 530-219-1086  
**E-Mail:** [mandayeung@yahoo.com](mailto:mandayeung@yahoo.com) and [sharvey@djUSD.net](mailto:sharvey@djUSD.net)  
**Confirmation Number:** 2398832

### ROOM INFORMATION

**Arrival:** 3/11/2020  
**Departure:** 3/15/2020

### SLEEPING ROOMS

Hotel agrees that it will provide 96 room nights in the pattern set forth below:

Room Type	3/11/20	3/12/20	3/13/20	3/14/20
Non-smoking 1 King Bed Deluxe	4	4	4	4
Non-smoking 2 Queen Beds Deluxe	20	20	20	20

### 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 1 King Bed Deluxe	95	95	95	95
Non-smoking 2 Queen Beds Deluxe	100	100	100	100

Proper documentation establishing tax exempt status varies by location and must be provided at least 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.

### **Rooms:**

The Hotel reserves the right to make reasonable guest room substitutions if circumstances occur beyond the Hotel's control.

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

- **Free Breakfast** - Start every day right with our delicious complimentary breakfast, served daily from 6-9:30a.m. on weekdays and 7-10a.m. on weekends.
- **Free Evening Snacks** - Grab a bag of popcorn before heading to your room! Many locations also offer beer, wine or complimentary soft drinks. For more information, please visit [www.druryhotels.com](http://www.druryhotels.com) for a full list of amenities your location features.

\*Service of alcohol is subject to state and local law.

- **Free Wi-Fi Throughout the Hotel** - Get the score, check your social networks or email family members from anywhere in the hotel – for free!

### **METHOD OF RESERVATION**

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 **(800) 320-8295**.

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 **Saturday, February 08, 2020** (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: **Room and Tax Only on Master Bill**

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.

Hotel may terminate the room block if the Group fails to comply with any advance deposit or prepayment requests, whether or not specified in this Agreement.

### **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 96 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 90 Days Prior to Arrival</b>	<b>0%</b>
<b>61 - 90 Days Prior to Arrival</b>	<b>25%</b>
<b>31 - 60 Days Prior to Arrival</b>	<b>50%</b>
<b>30 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. Further, the Group shall indemnify, defend and hold harmless Hotel and Hotel's employees from and against any and all such losses, damages and claims that are the result of the negligence, fraud or intentional misconduct of the Group or its members and/or guests, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Hotel or its employees.

Subject to the limitations on innkeeper's liability under applicable law, Hotel shall indemnify, defend and hold harmless the Group and its members and/or guests from and against any losses, liabilities, claims or damages that are the result of the negligence, fraud or intentional misconduct of Hotel or any of Hotel's employees related to the Group's activities at Hotel, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Group, its employees and/or members. Subject to the foregoing, 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 regardless of whether personnel from the Group or Hotel secured those 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 (<https://www.druryhotels.com/home/privacypolicy>).

#### **Governance:**

Missouri law shall govern this Agreement. Each party irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts located in the State of Missouri, 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. In the event of litigation arising from or associated with this Agreement, the parties agree that the prevailing party therein shall recover its reasonable attorney's fees and costs incurred therein. Notwithstanding the preceding sentence, should collection action be required, in the sole discretion of Hotel, the Group will be obligated to pay the costs of that collection action, including reasonable attorney's fees. 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 or 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 14 days of receipt of such request.

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

Drury Hotels Company ("Drury") 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: **Lauren Winsby 13075 Manchester Road, Suite 100, St. Louis, MO 63131** or fax to **(800) 320-8295**.

On behalf of the Group, I hereby accept the above provisions and further warrant that I have authority to sign on behalf of DJUSD Citrus Circuit Robotics. 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:

 Bruce Colby 11/21/19  
Mr. Bruce Colby (CBO) Print Name Date

Approved and authorized by Hotel:

\_\_\_\_\_  
Lauren Winsby Print Name Date  
National Sales Coordinator

DJUSD Citrus Circuit Robotics

Manda

Arrival Date: 3/11/2020

Pear Tree Inn St. Louis Near Union Station

## **ATTACHMENT "A" TO HOTEL CONFIRMATION AGREEMENT RULES AND POLICIES**

### **DJUSD Citrus Circuit Robotics**

These rules and policies are attached to the Hotel Confirmation Agreement and as such, are part of the Agreement and you, as well as members of your Group, are required to observe and follow same during your stay at the Hotel:


1. Hockey and lacrosse sticks are not permitted in Hotel. Please keep these items in your vehicle at all times.
2. Check in time is 3:00 p.m. Check out time is 11:00 a.m.
3. A 10:00 p.m. in-room curfew is expected for all group members.
4. The maximum occupants per room are 4 and adults should be adequately dispersed among the rooms.
5. Doors should be kept closed at all times (not propped open or deadbolt left out so it hits the doorframe).
6. In order to properly service both the group and other Hotel guests, there must always be an adult contact on property when the group is in the hotel.
7. Please keep all hallways clear and quiet at all times. All of our guests pay for and expect a restful stay at our Hotel. To ensure that this is the case, the Group Leader/Escort will be contacted (regardless of the hour) if there are any complaints from other guests in the hotel regarding the group's behavior, noise, and any form of misconduct. The Group Leader/Escort will be asked to bring the group under control. Should a second complaint be received, we will ask the party to leave the hotel. In the event of an eviction, all room charges and deposits will not be refunded.
8. Our housekeepers will not disturb your personal belongings while they are cleaning. Due to the quantity and placement of items in multi-occupancy rooms, occasionally the complete cleaning process is bypassed. If you require additional amenities upon your return, please contact the front desk.
9. If the Hotel is unable to fulfill its satisfaction guaranteed policy and must discount guest room charges due to the behavior of members of the group, the amount(s) discounted will be charged to your Group. Such discounts are at the sole discretion of the Hotel's Manager on Duty.
10. Group Leader/Escort accepts responsibility for any damages to the hotel rooms or property attributed to the group.
11. Group Leaders/Escort accepts responsibility for long distance charges made by all group members, over and above any free long distance, if applicable.
12. It may be a federal offense to activate a fire alarm for any other reason other than the threat of a fire. If a fire alarm is activated for any reason other than the threat of a fire, the proper authorities will be notified and any costs incurred by the hotel will be the responsibility of the group.
13. Swimming pool rules and hours are posted, and must be observed.
14. Breakfast hours are as follows:
  - \*Weekdays: 6:00 a.m. – 9:30 a.m.
  - \*Weekends: 7:00 a.m. – 10:00 a.m.
  - \*Breakfast hours may vary at some hotels

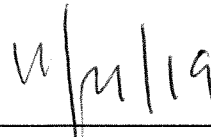
The Group Leader/Escort shall communicate these Hotel rules and policies to all members of the Group prior to the Group's stay at the Hotel. The Hotel reserves the right to require other members of the Group to countersign their acknowledgment and receipt of these Hotel rules and policies as a condition to check-in.

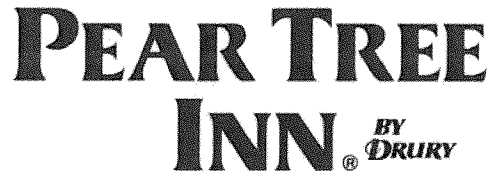
We sincerely hope your stay is an enjoyable one. Please let us know if we can assist you in any way. Your cooperation is appreciated.

#### **GROUP MEMBER CHECK-IN ACKNOWLEDGMENT:**

I hereby acknowledge receipt of the Hotel's Rules and Policies for team groups and agree to follow and observe same during my stay at the Hotel.

  
\_\_\_\_\_  
Group Member Signature

  
\_\_\_\_\_  
Date



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 and all applicable taxes and taxes, 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 DJUSD Citrus Circuit Robotics in the Agreement at the Hotel known as Pear Tree Inn St. Louis Near Union Station and located at 2211 MARKET STREET, ST. LOUIS, MO 63103 arriving on 3/11/2020. 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 (800) 320-8295



# PEAR TREE INN <sup>BY</sup> DRURY

## Rooming List Form - Group Number 2398832 - Page 1

Please disregard if information has already been provided

Group Name:	<b>DJUSD Citrus Circuit Robotics</b>	Hotel Location:	<b>Pear Tree Inn St. Louis Near Union Station</b>
Onsite Contact:		Onsite Contact Phone Number:	
Arrival Pattern (Individual or Group):		Departure Pattern (Individual or Group):	
Arrival Date: <b>3/11/2020</b>		Departure Date: <b>3/15/2020</b>	
Arrival Time (If Arriving Together):		Departure Time (If Departing Together):	
Will Group be attending Kickback (5:30p - 7p): Yes or No		Tax Exempt (must provide letter): Yes or No	
Special Requests or Additional Information:			
*Please highlight or notate any changes if sending a revised list			
** Also please note that the hotel cannot guarantee specific requests			
Total Number of Rooms: _____			

## Rooming List Form - Group Number 2398832 - Page 2

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
1.)					
2.)					
3.)					
4.)					
5.)					
6.)					
7.)					

## Rooming List Form - Group Number 2398832 - Page 3

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
8.)					
9.)					
10.)					
11.)					
12.)					
13.)					
14.)					

Rooming List Form - Group Number 2398832 - Page 4

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
15.)					
16.)					
17.)					
18.)					
19.)					
20.)					
21.)					

Rooming List Form - Group Number 2398832 - Page 5

Room #	Name(s)	Arrival Date	Departure Date	Room Type (One Bed or Two Beds)	Notes Comments Requests
22.)					
23.)					
24.)					
25.)					
26.)					
27.)					
28.)					