# THE VENETIAN RESORT

LAS VEGAS

## **Group Sales Sub Contract**

Group Housing Services: (702) 414-4111 Group Housing Services Fax: (702) 414-2459

Venetian Casino Resort, LLC ("Venetian") 3355 Las Vegas Blvd. South Las Vegas, Nevada 89109

### **Organization: BICSI**

8610 Hidden River Parkway Tampa FL 33637 Ph:(813) 979-1991 Organization Group Contract No.:RBICS

Sub Group: ("Sub-Group") Contact: Ph.: Email:

Total Suite Rate: \$179.00 + 13.38% tax Resort Fee: \$29 + 13.38% tax

Total Amount Due: Room/Tax = \$\_\_\_\_\_ Total Amount Due: Resort Fee: \$\_\_\_\_\_ Total Due to Hotel: \$\_\_\_\_\_

### **Suite Block**

| Date:                 | 8/20 | 8/21 | 8/22 | 8/23 | 8/24 | 8/25 |  |  |  |
|-----------------------|------|------|------|------|------|------|--|--|--|
| Venetian Run of Hotel |      |      |      |      |      |      |  |  |  |
| Palazzo Run of Hotel  |      |      |      |      |      |      |  |  |  |

**Suite Rate** 

| Suite Rate:           | 8/20 | 8/21 | 8/22 | 8/23 | 8/24 | 8/25 |
|-----------------------|------|------|------|------|------|------|
| Venetian Run of Hotel |      |      |      |      |      |      |
| Palazzo Run of Hotel  |      |      |      |      |      |      |

### **Terms & Conditions**

- 1. [BILL TO MASTER] PAYMENT TERMS. Sub Group shall pay Venetian one hundred percent (100%) nonrefundable (except in the event of Impossibility as defined below or designated individual pays own billing) prepayment of the Total Amount Due as set forth above ("Suite Fees") no later than ten (10) days following execution of this Contract. \*Taxes are determined at time of occupancy and in the event of change may be adjusted at the time thereof. Failure of Venetian to receive the Total Amount Due from Sub Group within ten (10) days of execution of this Contract shall render this Contract VOID and neither party shall have any liability to the other hereunder.
- 2. SUITE OCCUPANCY TERMS.

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- (a) CUT OFF. The Cut-Off for making reservations is Friday, July 9, 2021. Reservation requests received after Friday, July 9, 2021, may be accepted at Venetian's discretion on a space available basis at the prevailing rate. All consumed and paid for reservations made pursuant to this Agreement and accepted after Friday, July 9, 2021, will be applied to the Sub Group's suite block commitment. Any suites not reserved on or before Friday, July 9, 2021 will revert back to Venetian for resale. However, this will not affect the Organization's obligation to pay for those suites under this Agreement.
- (b) DEPOSITS. Occupant shall be required to provide either a valid credit card or \$150.00 deposit for incidental charges.
- (c) RESORT FEE. Occupant shall be responsible for the mandatory **Resort Fee** not to exceed **\$29.00** per day (includes unlimited local/toll free calls, in-suite internet access, access to the Press Reader, and access to Canyon Ranch fitness center for two (2) adults).
- (d) OCCUPANCY. Excluding children twelve (12) and under staying with an adult, an additional charge of \$35.00 per night will be assessed to Occupant for each suite occupant in excess of two.
- (e) CHECK IN / CHECK OUT / MINIMUM AGE. Sub Group shall advise its attendees that check-in is 3:00 P.M. and check-out is 11:00 A.M and that each registered guest must be at least 21 years of age with valid photo ID.
- (f) RELOCATION. If Venetian is unable to provide guaranteed reservation of any confirmed guest consistent with the reservation dates, Venetian shall arrange and pay for alternative lodging for such guest at a three diamond-rated hotel or higher, reasonable transportation to and from alternative lodging, and shall attempt to relocate such guest back to Venetian's hotel as soon as suites become available.
- (g) GENERAL OCCUPANCY TERMS. THE ABOVE SUITE OCCUPANCY TERMS AND CONDITIONS ARE FOR GENERAL REFERENCE ONLY - ALL OCCUPANTS SHALL BE REQUIRED TO COMPLY WITH VENETIAN'S STANDARD CHECK-IN PROCEDURES AND TERMS OF USE AS MAY BE IN EFFECT AT THE TIME OF SUITE OCCUPANCY.
- 3. NONCOMMISIONABLE. No third-party agent and no commissions/rebates are payable hereunder.
- 4. CANCELLATION AND TERMINATION. Except in the event of Impossibility (defined below), otherwise this Contract may not be terminated by either party. In the event that either party's obligations under this Contract are rendered impossible or illegal by a force beyond that party's reasonable control ("Impossibility"), that party shall not be liable for such delay or inability to perform, and such performance shall be excused. Except for Impossibility as provided herein, the doctrines of force majeure, supervening frustration, temporary frustration, supervening impracticability, temporary impracticability, commercial impracticability, frustration of purpose or similar legal theories or defenses are expressly waived and shall have no application to this Contract, its performance or non-performance.
- 5. GENERAL TERMS.
  - (a) TRADEMARKS. Neither party shall use any trademark, logo, trade name, trade device, symbol or service mark owned or registered by or to the other party, its parent company, subsidiaries, affiliates or related entities without the other party's prior written consent.
  - (b) NOTICES. All legal notices shall be in writing and deemed given when (i) received by the party to whom it is directed by hand delivery or personal service; (ii) transmitted by facsimile with confirmation of transmission; or (iii) sent by U.S. mail or other nationally recognized carrier, via certified mail-return receipt requested to the addresses first set forth above, WITH COPY FOR VENETIAN TO – Venetian Casino Resort, LLC, VP & General Counsel, 3355 Las Vegas Boulevard South, Las Vegas, Nevada, 89109 – Ph. (702) 414-4409 / Fax (702) 414-4421.

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- (c) DISPUTES. Disputes shall be resolved under Nevada law in Clark County Nevada. In the event of any breach of this Contract, the party responsible for the breach shall pay all attorneys' fees and costs incurred by the other party in any enforcement of this Contract or recovery of damages.
- (d) THIRD PARTIES. This Contract is for the exclusive benefit of the parties and not intended to benefit or create any rights, powers or interest in any third person not a party hereto.
- (e) ASSIGNMENT. This Contract may not be assigned by Sub Group unless agreed in writing by Venetian.
- (f) TIME OF THE ESSENCE. Time shall be deemed to be of the essence with respect to all dates, deadlines and time periods set forth herein.
- (g) SECTION HEADINGS. Section headings are for convenience and ready reference only.

(h) SEVERABILITY. If any portion of this Contract is declared invalid, the remaining portions will not be affected.

(i) SURVIVAL. Any provisions of this Contract that by their nature extend beyond termination shall survive such.

(j) MODIFICATION AND AMENDMENT. This Contract shall not be modified or amended except by the express written signed agreement of the parties and all other attempts to modify or amend this Contract shall be null and void.

Accepted and agreed:

# Enter Company Name Venetian Casino Resort, LLC Signature Date Print Name Print Name Title Title