



# THE WHITEHALL HOTEL

*Chicago's True Independent Boutique Hotel*

105 East Delaware Place, Chicago, IL 60611

T. 312-944-6300 F. 312-573-6250

## LETTER OF AGREEMENT

Between

**The Whitehall Hotel**

and

**Embassy of Israel**

The following represents an agreement between The Whitehall Hotel and Embassy of Israel entered into as of 03/16/2017 and outlines specific conditions and services to be provided.

### Description of Group and Event:

Organization: Embassy of Israel

Contact: Pazit Pick Divon  
3514 International DR. NW  
Washington, DC 20008  
Phone: 202-364-5432 Fax: 202-364-5545  
E-Mail: att-mng@ISRAELEM.B.ORG

Name of Event: **Embassy of Israel**

Official Program Dates: 05/17/2017 - 05/21/2017

### Guest Room Commitment:

The Hotel will provide and Organization agrees that it will be responsible for utilizing **140** "Total Room Nights" as follows:

Day	Date	Superior Double Queen \$265.00	Superior King \$247.00	Superior Double Queen \$325.00	Superior King \$307.00	Total Rooms
Wednesday	05/17/2017	20	15			35
Thursday	05/18/2017	20	15			35
Friday	05/19/2017			20	15	35
Saturday	05/20/2017			20	15	35

Room rate includes continental breakfast plus eggs

Rate quotations are based on per room, per night basis. All rooms and suites are subject to local taxes, currently at 17.4% pending tax exempt forms. The above rates are net or non-commissionable to Embassy of Israel. This rate will apply two (2) days prior to and after the conference dates on a space and rate availability basis.

*Handwritten initials and date: AL 5/22/17*



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Embassy of Israel

03/16/2017

Page 2

### GUEST ROOM RESERVATION AND GUARANTEE POLICY

A rooming list for your guests must be received 30 days prior or before the designated cut off date of **04/17/2017**. The rooming list must include the name, address, arrival and departure dates of the attendees, and if available the times of arrival and departure. After this date, any remaining rooms not guaranteed will be released for general sale. The hotel reserves the right to offer and confirm guest rooms after the cut off date on a space and rate available basis.

All reservation requests must be accompanied by a first night room deposit, major credit card or confirmed by approved credit application in order to be guaranteed for late arrival. Reservations not guaranteed will be subject to release for sales 24 hours prior to the scheduled day of arrival. Any contracted room cancelled within 24 hours prior to the scheduled day of arrival will be released and subsequent room charges will be billed.

### ROOM BLOCK ATTRITION

Upon acceptance and signature of this agreement Embassy of Israel understands the contracted total Room Block is being reserved for Embassy of Israel exclusive use. Partial reduction or attrition of the contracted total Room Block will result in a substantial loss to the hotel.

The Whitehall Hotel will allow without liability, an adjustment of 10% to the contracted total Room Block of **140** room nights by 04/17/2017. Rooms released in excess of 10% will be subject to liquidated damages. Liquidated damages is the difference between **126** room nights and the final pick-up multiplied by the guaranteed Room Rate.

### CHECK-IN/CHECK-OUT

Check in time is 3:00pm (CST) and check out is by 12:00pm (CST). Guests arriving prior to 3:00pm will be accommodated as rooms become available. Luggage storage may be arranged for those arriving early when rooms are not available, and for guests who need departure after 12:00pm. With group arrivals of 10 persons or more, an automatic Porterage Fee of \$10.00 per person round trip, will apply.

### IMPOSSIBILITY OF PERFORMANCE

The performance of this Agreement by either of us is subject to any circumstances making it illegal or impossible to provide the hotel facilities, including acts of God, war, government regulations, renovation, disaster, strikes, civil disorder or curtailment of transportation facilities. The Agreement may be terminated only for any of the above reasons in writing from one of us to the other.

*M*  
3/21/17



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Embassy of Israel  
03/16/2017  
Page 3

## FUNCTION PROFILE

### FUNCTION INFORMATION

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Thursday	5/18/2017	06:30 AM	09:30 AM	Cont Breakfast	Salon I, II & III	Buffet/Rounds	55	Waived
Friday	5/19/2017	06:30 AM	09:30 AM	Cont Breakfast	Salon I, II & III	Buffet/Rounds	55	Waived
Saturday	5/20/2017	06:30 AM	09:30 AM	Cont Breakfast	Salon I, II & III	Buffet/Rounds	55	Waived
Sunday	5/21/2017	06:30 AM	09:30 AM	Cont Breakfast	Salon I, II & III	Buffet/Rounds	55	Waived

## RENTAL

The room(s) designated for your event(s) carries a minimum attendance guarantee. If your final number is lower than this minimum, the hotel reserves the right to transfer your party to another function room and/or charge additional rental based on the established hotel rental schedule. We also ask for your cooperation in adhering to the times stated on your contract as these rooms may be used for other programs before and after the hours scheduled for our function. All Food and Beverage related items except Audio Visual equipment are subject to 20% gratuity and 10.75% tax and is subject to change without notice by regulation of the US Government.

## FINAL GUARANTEE OF NUMBERS

We are holding space to accommodate your estimated number of attendees, your minimum guarantee of attendance must be at least 75% of your estimated number of attendees. You may increase your guarantee up to 72 hours prior to your event. If no guarantee is received 72 business hours in advance, the hotel will assume the expected attendance to be the guarantee/number and charges will be made accordingly.

## FOOD & BEVERAGE CANCELLATION POLICY

- 100% of expected revenue, if canceled within 72 hours prior to start of program.
- 75% of expected revenue, if canceled 72 hours- 14 days prior to start of program.
- 50 % of expected revenue, if canceled 14-29 days prior to start of program.
- 25% of expected revenue, if canceled outside 30 days prior to start of program.





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Embassy of Israel

03/16/2017

Page 4

### SHIPPING

If it is necessary for you to ship material to the Hotel, each item must be properly packed and marked with (a) the organization name and contact: (b) date of the function: and (c) name of Hotel's contact. We reserve the right to refuse to accept packages that appear damaged, and in any event, we cannot assume any liability, for the condition of any package. We cannot accept responsibility for meeting material delivered prior to seven days before your function.

### BEVERAGES

If alcoholic beverages are to be served on the Hotel premises, they must be purchased from the Hotel and dispensed only by Hotel servers. The Hotel's alcoholic beverage license requires the Hotel to (1) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced and (2) refuse alcoholic beverages service to any person, who in the Hotel's judgment, appears intoxicated.

### DEPOSIT, BILLING AND CREDIT ARRANGEMENTS

We understand that individuals will be responsible for their own incidental charges. All room and tax charges for which Embassy of Israel is responsible will be applied to a master account. Master accounts must be paid at the conclusion of the event.

### CANCELLATION POLICY

If **Embassy of Israel** cancels this program or moves this program to another city or facility, such decision would constitute a breach of its obligation to the Whitehall Hotel and will result in a substantial loss to the Whitehall Hotel. Should the program cancel, **Embassy of Israel** will pay the Whitehall Hotel liquidated damages, within thirty (30) days after written notification to the hotel of the transfer or cancellation. Liquidated damages will be calculated by multiplying the expected total revenue which includes sleeping rooms, function room rental, audio-visual and all food and beverage by the percentage set forth below.

0 to 30 days	100%
31 to 45 days	75%



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03/16/2017

Page 5

### AMERICAN WITH DISABILITIES ACT

The Hotel represents and acknowledges that beginning on January 1, 1992 and continuing thereafter in accordance with the compliance dates established or required under Title III of the American with Disabilities Act and the regulations promulgated there under ("ADA"), the Hotel's facilities being rented to Embassy of Israel under the Agreement, its guest rooms, common areas and its transportation services will be in compliance with the public accommodation requirements of the ADA.

### INDEMNIFICATION

Producer and Sponsor shall indemnify and hold harmless the Hotel, its owners, officers, directors, employees and agents from all liabilities, damages, losses, claims, suits, judgments, costs and expenses, including costs and reasonable attorney fees, directly or indirectly incurred by Hotel from any claim by any third party as a result of or arising out of or in connection with any gross negligent or intentional act or omission by the Producer or Sponsor in connection with this agreement.

Hotel shall indemnify and hold harmless the Producer and Sponsor, its owners, officers, directors, employees and agents from all liabilities, damages, losses, claims, suits, judgments, costs and expenses, including costs and reasonable attorney fees, directly or indirectly incurred by the producer and Sponsor from any claim by any third party as a result of or arising out of or in connection with any gross negligent or intentional act or omission by the Hotel in connection with this agreement

### ACCEPTANCE

The outlined specifications are being held on a right of first refusal basis until **03/30/2017**. After 24 hour notice, space will be released if a signed contract is not received by this date. However, if before this option date another group requests these dates and is willing to confirm on a definite basis, we will request an earlier decision.

This agreement is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, and the like. We each agree to cooperate with each other to ensure compliance with such laws. This agreement will be binding upon the successors, assignees and transferees of the parties hereto. The representatives signing the Agreement are authorized to bind each of us to the conditions and the provisions of the Agreement.

