



CATERING SALES EVENT AGREEMENT

Hilton Baltimore Inner Harbor
401 W. Pratt Street
Baltimore, MD 21201

This Catering Sales Event Agreement ("Agreement") is by and between John's Hopkins Black Student Union ("Group") and Baltimore Hotel Corporation ("Owner") d/b/a Hilton Baltimore Inner Harbor (the "Hotel").

Especially Prepared for:		Event & Hotel Information:	
Group Contact:	Joseph Colon	Name of "Event":	John's Hopkins Black Student Union Formal
Title:	Executive Board Member	Date(s) of Event:	April 01, 2026 - April 07, 2026
Company Name:	John's Hopkins Black Student Union	Post to Reader Board As:	
Address:	3400 N. Charles St Baltimore	Hotel Contact:	Jacob Bengel
City, State, Zip:	MD 21218	Title:	Catering Sales Manager
Phone:	(410)-516-8730	Phone:	(443)-768-1196
Email:	colon@jhu.edu	Email:	jacob.bengel@hilton.com

Hotel is pleased to offer the following function space based on Hotel's understanding of Group's present needs. Please review the detailed information outlined within to assure that this accurately reflects Group's requirements.

Schedule of Events:

Date	Start Time	End Time	Function	Room*	Setup	Agr	Room Rental
Sat, 04/04/26	9:00 PM	2:00 AM	Reception	Peale A-C	Reception	150	\$4000 + 26% Service Charge
Sat, 04/04/26	4:00PM	9:00PM	Set Up	Peale A-C	Reception	150	Waived
Sat, 04/04/26	2:00AM	3:00AM	Breakdown	Peale A-C	Reception	150	Waived

- *Subject to change without notice.
- Group agrees to confirm with Hotel the assigned function space *before* printing any materials listing specific meeting or function locations.
- Ant = Anticipated; Agr = Anticipated Number of Attendees

In the event that Group (JHU BSU) contracts for and actualizes Food and Beverage services totaling **Four Thousand Dollars (\$4,000.00)** or more, exclusive of service charge, taxes, and gratuities, Hotel agrees to waive the meeting room rental fee in its entirety. This waiver shall apply only upon fulfillment of the stated Food and Beverage minimum and shall be reflected on the Group's final master account. Upon the Group's satisfaction of the \$4,000 Food & Beverage minimum, the meeting room rental fee listed herein shall be fully waived, and the \$4,000 Food & Beverage minimum shall constitute the sole revenue commitment of the Group. The rates and concessions outlined in this Agreement are based on your guaranteed expenditure of a minimum of **\$4,000.00** in banquet food and beverage, ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes, or any other fees outside of food and beverage product sales.

Gratuity & Service Charge: The combined gratuity and service charge that is in effect on the day of Group's Event will be added to Group's Master Account. Currently, the combined charge is equal to **26%** of the food and beverage total, plus any applicable state and/or local taxes. A portion of this combined charge is a **gratuity** and will be fully distributed to servers, bussers, bartenders and, where applicable, other hotel staff, consistent with hotels collective bargaining agreement. The remainder of the combined charge is a **service charge** that is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of Group's Event. Meeting Room Rental is likewise subject to **26%** service charge and is further subject to state and local taxes. Hotel will endeavor to notify Group in advance of Group's Event of any increases to the combined charge should different gratuity and/or service charge amounts be in effect on the day of Group's Event.

Summary of Revenue Anticipated by Hotel from this Agreement: For Group's information and guidance, the following chart illustrates the total potential value of the Event. The Hotel has offered the rates and other concessions in this Agreement based upon the total revenue contracted, as well as additional revenue from providing additional services to the Group and Group's attendees at additional charge. Any requests for additional sleeping rooms, meeting rooms, function space and/or Food and Beverage to be added after Agreement signing will be subject to availability, and agreed upon changes would be confirmed in a written amendment to this Agreement signed by both parties.

Summary of Revenue Anticipated by Hotel from this Agreement	
Total Anticipated Food and Beverage Revenue: Total Anticipated Food and Beverage Revenue does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.	\$0.00
Total Anticipated Meeting Room Rental Fees: Any discounts or complimentary Meeting Room Rental Fees are based on Group's achievement of performance requirements. Total Anticipated Meeting Room Rental Revenue is subject to 26% service charge.	\$4000.00
"Total Anticipated Revenue":	\$4000.00

Taxes: Group agrees to pay any and all applicable federal, state, municipal or other taxes, fees, or assessments imposed on or applicable to Group's Event. Currently, the sales tax rate is 6%, the hotel occupancy tax rate is 9.5%, and the Baltimore Tourism Assessment Fee is 2% (subject to change without notice). Hotel will honor any available tax exemptions for which Group qualifies, provided that Group properly completes and timely provides all documentation required by the applicable jurisdiction to substantiate said exemption.

Event Planner Program: ("Event Planner") is eligible to earn an Event Planner Bonus for a qualifying event. The Event Planner's Hilton Honors Account Number is . For this Event, Event Planner is eligible to earn two Hilton Honors bonus points for every eligible dollar spent. Eligible revenue will include all sleeping room revenue (if any, and regardless of whether rooms are paid by individuals or billed to the Master Account) and all meeting room rental (if any) up to a maximum of \$100,000 of eligible revenue. Full details and rules regarding the Event Planner Program are available by visiting www.hilton.com. Group agrees to take full responsibility for determining whether further disclosure of the Event Planner Bonus is required and for making such disclosure if it is required.

The Hotel shall provide, at no additional charge, standard meeting and event furnishings and services customarily included with the rental of the contracted event space. These may include standard banquet tables and chairs, reception-style tables, standard table linens, standard flatware and glassware, a standard dance floor, and standard event setup and breakdown. Specific quantities, configurations, and placement shall be at the sole discretion of the Hotel and subject to availability.

Option Dates: These arrangements are being held on a first option basis until December 31, 2025 (the "Option Period"). However, should other business opportunities arise such that Hotel is in a position to confirm immediately, Group will be advised and given 48 hours, or until the end of Group's Option Period (whichever is shorter) to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to Hotel, or to enable alternate dates to be researched and offered for Group's use. Please note that it is Group's responsibility to notify Hotel if Group needs to request an extension of Group's Option Period. If Hotel does not receive a signed copy of this Agreement by January 31, 2026, Hotel may, at Hotel's sole option and with no notice required, release this first option, or may continue to hold the arrangements, or may review and revise Hotel's rates. No cancellation fee shall apply if Hotel releases this first option.

Additional Terms and Conditions: By signing where indicated below, Group agrees that in addition to the terms and conditions of this Agreement as outlined above, this Agreement is also comprised of all the general terms and conditions set forth in the Catering Sales Event Agreement – Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following web site: <https://www.hilton.com/en/p/hilton-distributions/catering-usa/addlterms/>.

Entire Agreement: This Agreement, together with the Standard Terms and Conditions (attached hereto and incorporated herein by reference), the above-referenced Additional Terms and Conditions, appendices, addenda and exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by the parties. This Agreement will become a binding commitment upon signature by both Group and Hotel (even if signed after the Option Period). If for any reason this Agreement is returned signed by Group but with changes, it shall not constitute an acceptance, but rather a counteroffer by Group that may be accepted or rejected by the Hotel in Hotel's sole discretion

ACCEPTED AND AGREED TO:

GROUP:

HOTEL:

d/b/a Hilton Baltimore Inner Harbor

By, Managing Agent

By:

By:

Title:

Title:

Dated:

Dated:

By:

Title:

Dated:

STANDARD TERMS AND CONDITIONS

Assignment/Confirmation of Function Space: The Schedule of Events listed on the first page of this Agreement indicates the space that is tentatively being held for Group and will be held on a definite basis upon signing of this Agreement by both parties. Group agrees to confirm with Hotel the assigned function space before printing any materials listing specific meeting or function locations. If for any reason the function space reserved is not available for the Event, Group agrees that Hotel may substitute space of appropriate size and comparable quality for the Event.

Supplemental Surcharges: For Group's information, supplemental surcharges are charges added to Group's Master Account to pay for costs incurred by the Hotel in connection with additional equipment, administration, and staffing necessary for the Event. **Supplemental surcharges will be solely retained by the Hotel and are not distributed to hourly or tipped employees.** Examples include, but are not limited to, early sets, set-up charges, late end times, outdoor venues, resets, refreshes, cleaning and other services that require staffing above normal levels and/or services outside of the normal scope contracted and paid products and services.

Food & Beverage Guarantees and Timeline: In order for Hotel to deliver on Group's expectations for a successful Event, it is critical for Group to provide timely and complete information to the Hotel. So that the Hotel may make appropriate plans for purchasing and preparing product, as well as properly scheduling staff, the following mandatory timeline relates to final menus and program meal functions:

TIMELINE	Action
Menu Prices Set by Hotel 90 days prior to the Event	At that time, Hotel will confirm in writing Group's menu prices for catered food and beverage functions.
"F&B Cut-Off Date" 30 days prior to the Event	No later than the F&B Cut-Off Date, Group must submit the final agenda with detailed daily room set specifications, final catered menu selections and the updated anticipated attendance for all scheduled catered food functions. Hotel will release any meeting space in Group's Schedule of Events not assigned to a specific meeting or function for Group, except that Hotel may continue to hold such meeting rooms if Group advises Hotel in writing that Group will guarantee payment of such meeting rooms. If Group has not guaranteed payment of such meeting rooms, Group agrees that Hotel may offer unused meeting rooms to other customers. Upon review of Group's final menu and Event requirements, Hotel will send Event Orders to Group to review all arrangements and prices. If Group does not advise Hotel of any changes on the Event Orders by the date requested by Hotel, Group agrees that the Event Orders will be considered accepted by Group as correct and Group will be billed accordingly.
Expected Number of Attendees Due no later than Noon (local Hotel time), ten (10) business days prior to the first day of the Event	Group must submit the expected number of attendees for each catered food function. If for any reason Group's expected number of attendees are not submitted by the due date, Hotel will use the anticipated number of attendees listed in the Event Orders as the basis to determine the expected number of attendees. Group may either reduce or increase the expected number of attendees when giving the final guaranteed number of attendees for each scheduled catered food function by up to 10% without incurring any liability to hotel for additional costs or supplemental surcharges.
Final Guaranteed Number of Attendees Due no later than Noon (local Hotel time), three (3) business days prior to the first day of the Event	Group must inform Hotel of the final guaranteed number of attendees that will attend each of the catered food functions by contacting the Events/Catering Department by email or phone. Guarantees cannot be reduced after this time. Guarantees by text message cannot be accepted. Group will be charged the final guaranteed attendance or the number of attendees served, <i>whichever is greater</i> . Hotel will only prepare food for the final guaranteed number of attendees. If Group reduced the expected number of attendees for a catered food function by more than 10%, then the Hotel may add a supplemental surcharge to the Group's Master Account equal to the actual menu price per person as stated on the applicable Event Order (plus taxes and applicable gratuity and service charge) multiplied by the number of attendees reduced in excess of 10%. If Group increased the expected number of attendees for a catered food function by more than 10%, then the Hotel may add a supplemental surcharge equal to 25% of the meal cost to the Group's Master Account to cover costs incurred by the Hotel for rush orders and overtime, and the menu offering may be based on Chef's Selection and Group agrees to accept such substitutions. This also applies if there are any increases to the final guaranteed number of attendees within five (5) business days before the start of the Event or if Group adds a new catered food function added within five (5) business days before the start of the Event.

Master Accounts:

Group agrees to the following deposit schedule:

DEPOSIT SCHEDULE		
	Due Date	Amount
Initial Deposit	No later than 1/31/26	\$2,000.00
Second Deposit	2/28/26	\$2,000.00
Final Deposit	3/18/26	Remaining Balance

No later than 30 days in advance of arrival, Group will either provide Hotel with a valid credit card to which all remaining estimated Master Account charges will be charged on that date, or provide payment of all remaining estimated Master Account charges by company check, certified check, wire transfer or credit card.

Hotel reserves the right to increase the amount of deposits and/or pre-payments should there be a negative change in Group's financial status, even if credit had previously been approved.

If advance payments or deposits are not paid on a timely basis, the Hotel will have the right, at Hotel's option, to consider the Agreement cancelled and Hotel will be entitled to cancellation damages as provided in this Agreement.

Hotel prefers that Group pay all deposits and Master Account charges by electronic funds (wire) transfer. Hotel will separately provide Hotel's current banking details. If Group is paying by credit card, Hotel requests that Group provide Hotel with Group's credit card information at the time of Group's Event so that Hotel may charge the credit card account at departure. **Hilton accepts American Express.** If any charges are disputed, Group must provide an itemized list of disputed charges to Hotel so that Hotel may charge the undisputed charges to the credit card account immediately and the remainder will be charged upon resolution.

If payment of all undisputed charges is not received within thirty (30) days after Group's receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of receipt of the final invoice. Group must submit to Hotel an itemized list of any disputed charges within fifteen (15) days of receipt of the final invoice, or else all disputes are waived. If any charges are disputed, all undisputed amounts will be paid within thirty (30) days and the parties agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and Group agree to pay the remainder immediately upon resolution of the dispute.

Guarantee of Anticipated Revenue: If the Event is held, but the Hotel does not realize the Total Anticipated Revenue from the Event, Group agrees to pay damages to the Hotel for lack of performance. The damages owed will be the amount necessary for the Hotel to receive no less than **100%** of the Total Anticipated Revenue from the Event (exclusive of gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales). Group will be charged based on the Event guarantee that Group gives the Hotel or the Total Anticipated Revenue indicated at the time Group signed this Agreement, whichever is greater.

Cancellation Damages: Group guarantees that the Event will provide the Total Anticipated Revenue. Group agrees and understands that, in the event of a cancellation or lack of full performance by Group, the Hotel's actual damages would be difficult to determine. Therefore, Group agrees that should Group cancel the Event for any reason other than due to a valid Impossibility occurrence, including changing the meeting/function site to another hotel, Group will pay as liquidated damages and not as a penalty, a percentage of the Total Anticipated Revenue for the Event, plus any applicable state and/or local taxes as required by law, calculated as follows:

Date of Hotel's Receipt of Cancellation Notice	Percentage of Total Anticipated Revenue	Amount of Cancellation Damages
Cancellation between date of signing and 2/27/26	50 % =	\$2000.00
Cancellation between 2/28/26 and date of arrival:	100 % =	Total Balance

The parties agree that the sliding scale of damages above is intended to reflect that the closer in time to the date of Group's Event that a cancellation occurs, the less likely it is that Hotel will be able to replace any or all of Group's business with comparable business. Therefore, no analysis of resale or mitigation will be required and damages will be due as set forth above.

Impossibility: If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulations in effect 60 days or less before the Event dates that would prevent the Event from taking place as contracted; or terrorist attacks in the city in which Hotel is located) any of which make it illegal or impossible to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party.

If the Event is terminated due to a valid Impossibility/force majeure occurrence, then Group agrees to negotiate promptly and in good faith with the Hotel in an effort to rebook the cancelled Event, based on space and rate availability at the Hotel, over mutually acceptable dates. If the parties agree on rebook dates, then Hotel will retain the advance deposits paid under the cancelled Event and apply the deposits toward the Master Account of the rebooked event. Advance deposits applied to a rebooked event may not be applied to cancellation or performance damages for the rebooked event and any unused credit will be retained by Hotel. If the parties cannot agree on mutually acceptable rebook dates, then Hotel agrees to refund all prepaid advance deposits, less all documented expenses incurred by Hotel in preparation for the cancelled Event (*i.e.*, food and beverage products purchased for the Event that cannot be used in other outlets at the Hotel, labor costs incurred by Hotel if staff schedules were posted and the Event is cancelled, etc.).

Indemnification: Group agrees to indemnify, defend and hold harmless the Hotel, Hotel's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Hotel Indemnified Parties**"), from and against any and all third party claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "**Claim(s)**"), in any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, exhibitors, or attendees. Nothing in this indemnification shall require Group to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties.

Hotel agrees to indemnify, defend and hold harmless Group, Group's owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "**Group Indemnified Parties**"), from and against any and all Claims (as such term is defined above) arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) to the extent any such Claim(s) arise out of the negligence, gross

negligence or intentional misconduct of Hotel's employees, agents, or contractors. Nothing in this indemnification shall require Hotel to indemnify any of the Group Indemnified Parties for that portion of any Claim arising out of the negligence, gross negligence or intentional misconduct of the Group Indemnified Parties.

This section shall not waive any statutory limitations of liability available to either party, including innkeeper's limitation of liability laws, nor shall it waive any defenses a party may have with respect to any Claim. This section shall survive any termination or expiration of this Agreement.

Insurance: Group agrees to maintain insurance reasonably commensurate with all activities arising from or connected with Group's Event, including, but not limited to, general liability insurance, with limits not less than \$2,000,000 per occurrence, covering personal injury, property damage, and other liability arising from Group's Event. Group further agrees to add Hotel and Hotel's Owner as additional insureds under all applicable policies for Group's Event.

Hotel agrees to maintain general liability insurance with limits not less than \$2,000,000 per occurrence, covering liability for personal injury, property damage, liquor liability, and automobile liability, as well as Workers Compensation insurance per applicable laws and Employers Liability insurance.

Upon written request, each party shall make evidence of coverage available to the other party. For hotels that participate in Hilton's general liability insurance program, proof of Hotel's insurance coverage is satisfied by Hilton's Memorandum of Insurance available at: <https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=645498676>. The Hotel can confirm whether the Hotel participates.

Governing Law: The Agreement will be governed by and interpreted pursuant to the laws of the state in which Hotel is located, excluding any laws regarding the choice or conflict of laws.

Dispute Resolution: The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Hotel and Group for their discussion and possible resolution in the order set forth herein; *provided, however*, that a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and/or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved by binding arbitration using one arbitrator before JAMS or the American Arbitration Association in the state and city in which the Hotel is located, or the closest available location. The parties further agree that in any arbitration proceeding, they may conduct reasonable discovery pursuant to the arbitration rules, and any arbitration award will be enforceable in State or Federal court.

Attorney's Fees/Costs: The parties agree that the prevailing party in any arbitration or court proceeding arising out of or related to this Agreement will be entitled to recover an award of its reasonable attorney's fees and expert witness fees, costs and pre and post judgment interest at the highest available legal rate. The parties further agree that if Hotel must retain counsel or initiate arbitration or legal action to collect of any monies owed to Hotel by Group under this Agreement, whether or not an arbitration or court action is filed, Hotel will be entitled to recover its reasonable attorney's fees incurred in such efforts to collect.

Disputes Involving Credit Card Payments: As a condition of Hotel agreeing to accept Group's credit card as an approved form of payment for all Master Account charges, Group agrees that any disputes that Group may raise with respect to any Master Account charges must be addressed directly by Group and Hotel, and the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. Any dispute that cannot be timely resolved to the mutual satisfaction of the parties shall resolved in accordance with the dispute resolution provisions as contained elsewhere in this Agreement.