



cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item H  
October 20, 2008

**SUBJECT:** Approval of an agreement with the Sheraton Detroit Novi to host the 2009 Appreciation Dinner, an annual event honoring Boards, Commissions, Committees and Employees for their dedication to Novi, on January 9, 2009 for the estimated amount of \$19,325.

**SUBMITTING DEPARTMENT:** Neighborhood and Business Relations *SW*

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 19,325 (approximate)</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 37,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>N/A</b>
<b>LINE ITEM NUMBER</b>	<b>101-299.00-882.000</b>

**BACKGROUND INFORMATION:**

The 2009 Annual Appreciation Dinner is scheduled for January 9, 2009. The event has grown significantly over the past few years and the Sheraton Detroit Novi is one of only two venues in Novi which can accommodate a crowd of nearly 600, the other being the Rock Financial Showplace. The Rock Financial Showplace cannot offer a Friday or Saturday evening in January due to previously scheduled large exposition shows.

The Sheraton Detroit Novi has agreed to keep the cost at \$26 per person (not including gratuity), the same as the price in 2007 & 2008.

The recommended approximate approval amount of \$19,325 includes food for an estimated attendance of 600, coat check and audiovisual equipment and set-up for the event. The total budgeted amount for the Appreciation Dinner includes linens, floral arrangements, invitations, postage, etc.

**RECOMMENDED ACTION:** Approval of an agreement with the Sheraton Detroit Novi to host the 2009 Appreciation Dinner, an annual event honoring Boards, Commissions, Committees and Employees for their dedication to Novi, on January 9, 2009 for the estimated amount of \$19,325.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Capello				
Council Member Crawford				
Council Member Gatt				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				



# Sheraton Detroit Novi

## HOTEL

### LETTER OF AGREEMENT BETWEEN SHERATON DETROIT NOVI AND CITY OF NOVI

Tuesday, October 14, 2008

CITY OF NOVI  
 Sheryl Walsh  
 45175 West 10 Mile Road  
 Novi, MI 48375  
 Ph: 248-735-5628  
 Fax: 248-347-0577

Haggerty Hotel Associates LLC, dba  
 Sheraton Detroit Novi  
 Megan White  
 21111 Haggerty Road  
 Novi, Michigan 48375  
 Ph: 248-349-4000  
 Fax: 248-349-4302

RE: City of Novi  
 MEETING DATES: 1/9/2009

CITY OF NOVI ("Group") and Sheraton Detroit Novi ("Hotel") agree as follows:

#### SCHEDULE OF EVENTS

Date	Start time	End time	Function	Room	Setup	Agg	Room Rental
1/9/2009	2:00 PM	6:00 PM	Setup	DaVinci's Market	Set Up		.00
1/9/2009	2:00 PM	7:00 PM	Setup	Grand Ballroom		600	.00
1/9/2009	2:00 PM	7:00 PM	Setup	Assembly		600	.00
1/9/2009	6:00 PM	12:00 AM	Reception	DaVinci's Market	Ovals of 10		.00
1/9/2009	6:00 PM	12:00 AM	Cash Bar	Grand Ballroom	Existing	550	
1/9/2009	6:00 PM	11:00 PM	Other	Forum Amphitheatre	Existing		
1/9/2009	6:30 PM	12:00 AM		Coatroom	Existing		
1/9/2009	7:00 PM	7:45 PM	Reception	Assembly		600	.00
1/9/2009	7:45 PM	12:00 AM	Dinner	Grand Ballroom	Ovals of 10	600	.00

\*The required minimum of food and beverage revenue for this event is \$10,000.00 (exclusive of service charge and tax). Should the revenue drop below the stated amount, CITY OF NOVI agrees to pay the difference in the form of room rental.

Package per person price (plus service charge) is \$26.00 and includes the following:

Reception:

Vegetable, crudite, assorted cheese and cracker tray with spinach and artichoke dip and bread and crackers  
 Plated dinner entrée:

Chicken, salmon or vegetarian

Dinner includes salad, starch, vegetable and dessert station

#### BANQUETS AND MEETING ROOM ASSIGNMENTS

The above program outlines the function space we currently have reserved. All changes and/or additions will be subject to availability. The hotel reserves the right to reassign function rooms in the event the originally reserved rooms should become inappropriate, at the sole discretion of the hotel.

As other groups may be utilizing the same room prior to or following your function, please adhere to the times agreed upon. Should CITY OF NOVI require additional time to accommodate schedule changes, presetting of the room, clean up, etc., please contact Megan White to discuss availability and rental fees. Any major room setup changes occurring after the agreed upon setup on the day of the event, may result in additional fees to CITY OF NOVI.

#### FOOD AND BEVERAGE

Please refer to the banquet menus for your food and beverage selections. A 21% service charge, or the prevailing rate, will be added to all food, beverage, audiovisual and room rental prices. A 6% sales tax will

be added to all food, beverage, audiovisual, room rental and service charge prices. An additional \$50.00 service fee is applicable for group meal functions of less than 20 people. All meeting requirements, menu requests and other food and beverage selections should be confirmed no later than two weeks in advance of the event.

A final guarantee is required three business days prior to your event by 12:00 P.M. (noon). The guarantee may not be less than 80% of the original estimate and will be considered the minimum guarantee for which you will be charged. This number is not subject to reduction. If the guarantee is not received by the Catering and Convention Services Department, the original expected number will be used for preparation and billing. Upon request, the Sheraton Detroit Novi can prepare and set for 5% over the guarantee. A fee will be assessed for events that require an over-set above 5%.

Outside food and beverage may not be brought into the hotel. In addition, food and beverage purchased through the Sheraton Detroit Novi Catering and Convention Services Department may not be taken from the hotel premises.

#### **DECORATIONS/BANNERS**

The Sheraton Detroit Novi requires that nothing shall be posted on, nailed to, or otherwise attached to the walls, floors or ceilings of the hotel without arrangements made through Megan White. Glitter, sparkles, confetti, silly string and bubbles are not permitted at the Sheraton Detroit Novi. There will be a \$250.00 cleanup fee assessed if these items are used.

Any personal items left after the conclusion of the event will be held until the following day. After that point, the hotel will not be held responsible for any lost or damaged items.

#### **ENTERTAINMENT**

Musicians, bands, entertainment, etc., contracted by CITY OF NOVI are the sole responsibility of CITY OF NOVI. The Catering and Convention Services Department will provide entertainment information upon your request.

#### **AUDIOVISUAL REQUIREMENTS**

**The Sheraton Detroit Novi will be the sole contracted provider of audiovisual equipment. The Director of Catering must approve any exceptions to this. Failure to comply will result in a connection fee of \$500.00. Please contact Megan White to arrange for audiovisual services.**

If audiovisual equipment is cancelled more than 24 hours prior to the event, the charges will be waived. If cancellation is within 24 hours of the event, CITY OF NOVI will be responsible for 50% of the value of cancelled equipment. If audiovisual equipment is cancelled the day of the event after the room has been set, CITY OF NOVI will be responsible for 100% of the value of cancelled equipment.

#### **SHIPPING AND RECEIVING**

Any materials shipped to the Sheraton Detroit Novi should not arrive earlier than five days prior to the function and may not remain on property longer than two days after the completion of the function or additional fees may be assessed. Should materials arrive prior to the five days a \$5.00 per day fee will be charged to CITY OF NOVI. For each box delivered to your function space or removed, there will be a \$3.00 charge per box or \$25.00 per every 50 pounds. All materials must have the name of the group and be addressed to Megan White with shipping charges paid by CITY OF NOVI.

**Please address packages to:**

CITY OF NOVI  
c/o: Megan White  
Sheraton Detroit Novi  
21111 Haggerty Road    Novi, MI 48375  
**Hold For:**  
**Name of Event:**  
**Arrival Date:**

A delivery charge will not be assessed for any overnight envelopes. Pallets will be delivered at a fee of \$25.00 per every 50 pounds. Should CITY OF NOVI require a dedicated Sheraton Detroit Novi employee for the delivery of boxes they will be charged a labor fee of \$35.00 per hour per employee. Each dedicated employee must be arranged for with Megan White no later than seventy-two business hours prior to the function and a three-hour minimum labor fee will be charged.

**SECURITY/LIABILITY**

The Sheraton Detroit Novi will not assume any responsibility for the damage and/or loss of any merchandise or articles left in the Hotel prior to, during, or following an event. In the instance that valuable items are to be left in any banquet or meeting area, it is recommended that a security company be hired by the client having been advised that the Hotel will not assume responsibility for such damage and/or loss. The Sheraton Detroit Novi reserves the right to inspect and control all private functions.

Notwithstanding anything to the contrary contained in the Agreement/Contract, Client shall indemnify, defend, and hold harmless Operator and Owner of the Sheraton Detroit Novi and their respective parent companies, subsidiaries and affiliates, including partnerships in which they have a general and/or limited partner interest, and respective officers, directors, trustees, employees and agents from and against any and all claims, demands, suits, lawsuits or proceedings (the "Claim") asserted against any or all of them arising directly or indirectly out of the acts or omissions of Client, its employees, agents, and affiliated parties, including, without limitation, all damage costs, attorney's fees, fines and other liabilities incurred by the aforementioned indemnities in connection with the Claim.

**FUNCTION PAYMENT POLICIES**

It is understood that **(CHOOSE ONE)**

**OPTION 1**

Guests shall be responsible for their own guest room, tax and incidental charges upon departure.

**OPTION 2**

The Group will accept responsibility for [guest room, tax, food and beverage functions] and all authorized service charges for all of its attendees. All other charges will be the responsibility of the attendee.

**OPTION 3**

Guests will be responsible for their own guest room, tax and incidental charges upon checkout and the Group will be responsible for all scheduled food & beverage and service charges.

**CHOOSE ONE:**

- Direct Bill
- Credit Card
- Check

Remaining balance is due 3 days prior (Credit cards will be authorized 3 days prior, check payments must be made 2 weeks prior)

**CANCELLATION POLICIES**

CITY OF NOVI agrees to notify the Sheraton Detroit Novi in writing to cancel this contract. CITY OF NOVI assumes responsibility and will make payment on the fee based on the length of notice to the event date as listed below. This fee will include the advance deposit received. The cancellation fee represents liquidated damages and is not a penalty.

NOTIFICATION OF CANCELLATION PRIOR TO FUNCTION DATE	AMOUNT OWED TO THE SHERATON DETROIT NOVI
30 days	100% of rental and minimum
31-60 days	75% of rental and minimum
61-90 days	50% of rental and minimum
91-120 days	25% of rental and minimum

**CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT**

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or CITY OF NOVI will not be considered agreed to or binding to the other unless such modifications have been initiated or otherwise approved in writing by the other.

**SIGNATURE**

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

If either party uses a fax transmittal, then the fax copy shall serve as an original until an actual original is executed and received by both parties.

In the event this Agreement is executed by a third party on behalf of a client, the attached Joinder and Consent to Agreement must be executed by the client. If such Joinder is not received by the Hotel within 30 days after the date set forth on page one of this Agreement, the Hotel shall have the option to terminate this Agreement by giving written notice to you and all applicable cancellation and related fees shall be paid by you to Hotel within 15 days thereafter.

Please sign and return this confirmation agreement by 1/28/2008 12:00:00 AM indicating your approval of these arrangements or the Sheraton Detroit Novi reserves the right to release this space.

**ACCEPTED AND AGREED TO:**

CITY OF NOVI  
45175 West 10 Mile Road  
Novi, MI 48375

Haggerty Hotel Associates LLC, dba  
Sheraton Detroit Novi  
21111 Haggerty Road  
Novi, Michigan 48375

By \_\_\_\_\_  
Event Planner

By \_\_\_\_\_  
Megan White Director of Catering

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_  
Officer

By \_\_\_\_\_  
Director of Sales

Date \_\_\_\_\_

Date \_\_\_\_\_