



# DIRECT BILL HOTEL AGREEMENT

CLC rep: Katy Wilson

CLC Lodging

PO Box 910690

Lexington, KY 40591

Web: clclodging.com

Fax: return by email kathy.wilson@yourcls.com

## Hotel Information

Name of Hotel

Candlewood Suites - Medford, OR

Address

3548 Heathrow Way Medford, OR 97504

Email cwcdirectorofsales@gmail.com

Phone (541) 772-2800

Fax (541) 772-2804

Date 5/23/2020

## Payment Type

☒ Non-Commissionable

☐ 10% Commissionable for  
entire length of stay

## Hotel Rates Offered

☒ Client Specific  
Asplundh Tree Expert, LLC  
Client Name

☒ RATES are a set rate  
excluding taxes as follows

SINGLE \$ 65

DOUBLE \$ 65

SUITE \$ \_\_\_\_\_

☐ RATES are a set percent-  
age off BAR as follows

SINGLE \_\_\_\_\_ %

DOUBLE \_\_\_\_\_ %

SUITE \_\_\_\_\_ %

## Overview

CLC Lodging - Managed ("CLC") has been retained by certain companies and government agencies to select hotels and process billing on their behalf. Hotel wishes to obtain business from companies and government agencies through CLC.

## Hotel Terms & Conditions

1. Hotel agrees to send invoices to CLC weekly for all its client charges incurred for every reservation. A reservation authorization form will accompany each reservation to your hotel. Hotel agrees not to add any charges to client's account that are not supported by the authorization form. Invoices not received within 21 days of the nights slept will not be considered valid except in rare cases of extenuating circumstances. Invoices should be emailed to FOLIOS@YOURCLS.COM. IT IS EXTREMELY IMPORTANT THAT CLC RECEIVE TIMELY BILLING FROM YOUR HOTEL. Hotel agrees to accept payment terms of between 30-45 days to allow CLC to process invoices and payments for its clients. CLC pays for nights slept, not nights reserved.
2. Hotel agrees not to allow walk-ins, extensions, or changes to reservations that will increase the amount of the reservation booked without first contacting CLC for approval.
3. Hotel agrees not to charge for no shows if hotel is less than 95% occupied.
4. Hotel applies payments to the correct folio/invoice for which the payment is intended
5. CLC will promptly reimburse hotel for all approved charges on behalf of our client upon receipt of payment from our clients. Parties agree that CLC is a travel management company and is not responsible for any hotel charges. In the rare case of non payment by a client, CLC will use every effort to assist hotel in collecting funds. However, if clients do not pay CLC for hotel's invoices, hotel will seek collection directly from the company who occupied the room. Hotel agrees not to pursue or include CLC in any collection efforts or legal action.
6. Hotel allows CLC to take advantage of all sales and lodging tax laws for long term stays per the local and state laws.
7. Hotel agrees to suppress ALL CLC rates and agrees not to provide the CLC rate to its client directly. If client attempts to reserve rooms outside CLC, hotel agrees to charge its internet Best Available Rate and not offer any type of discount unless the booking comes directly through CLC.
8. Hotel agrees not to enter into a direct relationship with a CLC client and book a CLC client by directly bypassing CLC. Hotel agrees to pay CLC a 20% commission for all bookings made directly from a CLC client for a period of 18 months if bookings occur outside CLC.
9. Hotel allows this agreement and rates to be valid for a period of 18 months and thereafter on a month to month basis until canceled in writing with 30 days' notice.
10. If online rate is less expensive than negotiated rate, hotel agrees that CLS may book the online rate and hotel will honor the booking and continue to use the direct bill as method of payment for the reservation.
11. Hotel agrees that commission due CLC will be deducted from payments made to hotel for client's lodging when paid. Hotel agrees to adjust amount due when payment is received to account for the deducted commission to prevent hotels from an outstanding balance.

## General

Hotel agrees to indemnify and hold harmless CLC and all involved with CLC including successors and assigns from and against any claims by hotel for any reason and any cost of defense incurred by CLC including reasonable attorney fees. Any legal action or proceeding between hotel and CLC must be brought in court of Fayette County, Kentucky. This agreement shall be binding of the parties and respective successors and assigns. This agreement shall be construed in accordance with and governed by laws of the Commonwealth of Kentucky. All rates are negotiated through CLC Lodging. All reservations for companies or government agencies MUST be made by CLC directly.

This agreement supersedes any other written or billing contract between hotel, client, and CLC.

Project May 30-August 9th

OTHER

Eric Engelman  
HOTEL Authorized Representative

5-23-20  
Date

Mary Kirk  
CLC Authorized Representative

5/26/2020  
Date

Eric Engelman  
HOTEL Print Name and Title

Mary Kirk Hotel Network  
CLC Print Name and Title

Management Associate