

# R RENAISSANCE® HOTELS

**BA3 - Replacement Attachment**  
February 18, 2020, Regular Meeting  
BCC Strategic Plan Conference  
Marriott Group Sales Agreement

## GROUP SALES AGREEMENT

### DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between Renaissance Montgomery Hotel & Spa at the Convention Center, 201 Tallapoosa Street, Montgomery, AL, 36104, (334) 481-5000 and Baldwin County Commission.

ORGANIZATION: Baldwin County Commission  
CONTACT:

Name: Billie Jo Underwood  
Job Title: Chairman  
Street Address: 312 Courthouse Square Ste 12  
City, State, Postal Code: Bay Minette, AL 36507-4809  
Country/Region: USA  
Phone Number: (251) 580-2564  
E-mail Address: agary@baldwincountyal.gov

NAME OF EVENT: Baldwin County Strategic Plan Conference Mar2020  
REFERENCE #: M-K6VQB5F  
OFFICIAL PROGRAM DATES: Tuesday, 03/24/2020 - Thursday, 03/26/2020

### GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Baldwin County Commission agrees that it will be responsible for utilizing, 60 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

#### Attendees

Date	Day	Group Run of House	Total Rooms
03/24/2020	Tue	31	31
03/25/2020	Wed	31	31

Start Date	End Date	Room Type	Single
03/24/2020	03/25/2020	Group Run of House	\$189.00

Add'l Per	Executive Suites
\$50	

Hotel's room rates are subject to applicable state and local taxes (currently 15% + \$2.25) in effect at the time of check-out. **Current hotel check-in time is 4:00PM CST and check-out time is 11:00AM CST.**

### COMMISSION

The group room rates listed above are net non-commissionable. Baldwin County Commission will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

### METHOD OF RESERVATIONS

Reservations for the Event will be made by Rooming list that will be provided by the group contact no later than the "cut-off date."

### GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Baldwin County Commission. Hotel will not hold any reservations unless secured by one of the above methods.



**CUT-OFF DATE**

Reservations by attendees must be received on or before **Friday, February 28, 2020**, (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space- and rate-available basis at the Baldwin County Commission group rate after this date.

**NO ROOM TRANSFER BY GUEST**

Baldwin County Commission agrees that neither Baldwin County Commission nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Baldwin County Commission reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Room and Tax to Master. Individual to cover incidentals. Attrition, if any, will be applied to the master account. All food and beverage along with meeting rental will be applied to the Master.

**PAYMENT BY CREDIT CARD OR COMPANY CHECK**

If Baldwin County Commission wishes to pay any portion of its obligation by credit card or company check, the credit card information must be entered into our secure online website.

Prior to the execution of this agreement Baldwin County Commission shall provide hotel with credit card authorization information. A Credit Card Information Request e-mail will be sent to the e-mail address provided by Baldwin County Commission.

This process must also be followed if direct billing has not been approved and the Master Account charges will be paid by credit card or company check.

Baldwin County Commission agrees that the Hotel may charge to this credit card any payment as required under this Group Sales Agreement.

**FUNCTION INFORMATION AGENDA/EVENT AGENDA**

Based on the requirements outlined by Baldwin County Commission, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Day	Start Time	End Time	Function Type	Setup	# People	Rental
03/25/2020	Wed	7:30 AM	8:00 AM	Breakfast Buffet		33	\$0.00
03/25/2020	Wed	8:00 AM	5:00 PM	Meeting	U-Shape	33	\$350.00
03/25/2020	Wed	11:30 AM	12:30 PM	Lunch	Rounds of 8	33	\$0.00
03/26/2020	Thu	7:30 AM	8:00 AM	Breakfast Buffet		33	\$0.00
03/26/2020	Thu	8:00 AM	4:00 PM	Meeting	U-Shape	33	\$350.00
03/26/2020	Thu	11:30 AM	12:30 PM	Lunch Buffet	Rounds of 8	33	\$0.00

All food and beverage, and related services are subject to applicable taxes (currently 10%) and service charge (currently 24%) in effect on the date(s) of the event. Meeting rooms are subject to a service charge (currently 24%) in effect on the date(s) of the event.

**DAMAGE TO FUNCTION SPACE**

Baldwin County Commission agrees to pay for any damage to the function space that occurs while Baldwin County Commission is using it. Baldwin County Commission will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than Baldwin County Commission and its attendees.

### **FACILITY FEES**

Based on Baldwin County Commission's requirements, Hotel's function space fees would be \$350.00 per day. Based upon the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda outlined in this Agreement.

### **ATTRITION – Rooms Per Night**

Hotel is relying upon Baldwin County Commission's nightly use of the Room Night Commitment and, if applicable, the Minimum Banquet Food and Beverage Revenue. Baldwin County Commission agrees that a loss will be incurred by Hotel if Baldwin County Commission's actual usage is less than ninety percent (90%) of the Room Night Commitment on any night of the Event.

Hotel agrees to allow for a ten percent (10%) reduction in the nightly Room Night Commitment. Each night during the Event, Hotel will subtract the actual room usage for that night and the amount of permissible attrition for that night from the Room Night Commitment for that night. The difference of room nights will be multiplied by the group's average room rate (excluding staff and or complimentary rooms) and the resulting amount will be posted as charges to Baldwin County Commission's Master Account, plus applicable taxes, at the conclusion of the Event.

Additionally, at the conclusion of the Event, if the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, forty percent (40%) of the difference will be posted to the Master Account.

These charges represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and shall be due as liquidated damages.

### **MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT**

Baldwin County Commission agrees to a minimum banquet food and beverage revenue of (\$4,750), exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue").

### **CANCELLATION - Contracts with Room Nights and F&B**

In the event of a group cancellation occurring 0 to 3 business days prior to arrival, liquidated damages in the amount of one hundred percent (100%) of the Room Night Commitment, seventy percent (70%) of the Minimum Banquet Food and Beverage Revenue, and Total Meeting Room Rental will be due, plus applicable taxes.

In the event of a group cancellation occurring 4 business days to 90 days prior to arrival, liquidated damages in the amount of ninety percent (90%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent (80%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent (70%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

In the event of a group cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent (50%) of the Room Night Commitment and forty percent (40%) of the Minimum Banquet Food and Beverage Revenue will be due, plus applicable taxes.

### **IMPOSSIBILITY**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for the Hotel to provide, or for groups in general to use, the Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

### **WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, federal anti-terrorism laws and regulations, and the like. Hotel and Baldwin County Commission agree to cooperate with each other to ensure compliance with such laws.

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

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Baldwin County Commission will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

### **DISPUTE RESOLUTION**

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

### **LIQUOR LICENSE**

Baldwin County Commission understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

### **COMPLIANCE WITH EQUAL OPPORTUNITY LAWS**

This section describes Marriott's obligations as a U.S. federal contractor. It does not apply to customers that are not part of the U.S. federal government or using funds from the U.S. federal government for this contract.

Marriott shall comply with all applicable laws, statutes, rules, ordinances, codes, orders and regulations of all federal, state, local and other governmental and regulatory authorities and of all insurance bodies applicable to the Hotel premises in performing its obligations under this Agreement.

Marriott (referred to as "contractor" in this section) shall comply with Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Assistance Act, as amended, which are administered by the United States Department of Labor ("DOL"), Office of Federal Contract Compliance Programs ("OFCCP"). The equal employment opportunity clauses of the implementing regulations, including but not limited to 41 C.F.R. §§ 60.1-4, 60-300.5(a), and 60-741.5(a), are hereby incorporated by reference, with all relevant rules, regulations and orders pertaining thereto. **This contractor and subcontractor shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.**

Marriott also shall comply with Executive Order 13496 and with all relevant rules, regulations and orders pertaining thereto, to the extent applicable. The employee notice clause and all other provisions of 29 C.F.R. Part 471, Appendix A to Subpart A, are hereby incorporated by reference.

To the extent applicable, Marriott shall include the provisions of this section in every subcontract or purchase order so that such provisions shall be binding upon each contractor, subcontractor or vendor performing services or providing materials relating to this Agreement and the services provided pursuant to the terms hereof.

### **PRIVACY**

Marriott International, Inc. ("Marriott") is committed to complying with obligations applicable to Marriott under applicable privacy and data protection laws, including to the extent applicable EU data protection laws. Hotel shall comply with the then-current Marriott Group Global Privacy Statement (the "Privacy Statement," currently available at <http://www.marriott.com/about/privacy.mi>) with respect to any personal data received under this Agreement.

Without limiting the foregoing obligation, Hotel has implemented measures designed to: (1) provide notice to individuals about its collection and use of their personal data, including through the Privacy Statement; (2) use such personal data only for legitimate business purposes; (3) provide means by which individuals may request to review, correct, update, suppress, restrict or delete or port their personal data, consistent with applicable law; (4) require any service providers with whom personal data is shared to protect the confidentiality and security of such data; and (5) use technical and organizational measures to protect personal data within its organization against unauthorized or unlawful access, acquisition, use, disclosure, loss, or alteration.

Baldwin County Commission will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

#### **IN-HOUSE EQUIPMENT**

Hotel will provide, at no charge, a reasonable amount of meeting equipment (for example, chairs, tables, chalkboards, etc.). These complimentary arrangements do not include special setups or extraordinary formats that would deplete Hotel's present in-house equipment to the point of requiring rental of an additional supply to accommodate Baldwin County Commission's needs. If such special setups or extraordinary formats are requested, Hotel will present Baldwin County Commission two (2) alternatives: (1) charging Baldwin County Commission the rental cost for additional equipment, or (2) changing the extraordinary setup to a standard format, avoiding the additional cost.

#### **TECHNICAL SERVICES**

**Encore Event Technologies** is Hotel's preferred provider for audio/visual needs. Because the use of another provider will necessarily involve the use of some of Hotel's and Encore Event Technologies' equipment and expertise, a fee of \$150++ per room per day will be charged if Baldwin County Commission selects such a provider.

#### **UNATTENDED ITEMS/ADDITIONAL SECURITY**

The Hotel cannot ensure the security of items left unattended in function rooms. Special arrangements may be made with the Hotel for securing a limited number of valuable items. If Baldwin County Commission requires additional security with respect to such items or for any other reason, the Hotel will assist in making these arrangements. All security personnel to be utilized during the Event are subject to Hotel approval.

#### **USE OF OUTSIDE VENDORS**

If Baldwin County Commission wishes to hire outside vendors to provide any goods or services at Hotel during the Event, Baldwin County Commission must notify Hotel of the specific goods or services to be provided and provide sufficient advance notice to the Hotel so that the Hotel can (i) determine, in Hotel's sole discretion, whether such vendor must provide Hotel, in form and amount reasonably satisfactory to Hotel, an indemnification agreement and proof of adequate insurance, and (ii) approve, using reasonable judgment, the selection of the outside vendor and the goods or services to be provided by such outside vendor to Baldwin County Commission, taking into consideration: (a) whether Hotel offers such goods and services; (b) the risk level posed by certain activities; and (c) the safety and well-being of guests at Hotel.

#### **PERFORMANCE LICENSES**

Baldwin County Commission will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that Baldwin County Commission may use or request to be used at the Hotel.

#### **MARRIOTT BONVOY EVENTS**

Marriott Bonvoy Events provides Points or Miles to eligible Marriott Bonvoy Members who book and hold qualifying meetings and events at Participating Properties.

Approximately ten (10) business days after the conclusion of the Event (provided that the Event is not cancelled and Baldwin County Commission has otherwise complied with the material terms and conditions of this Agreement), the Hotel will award Points or Miles to the Member and relevant account identified below. By inserting the airline frequent flyer account information, the recipient elects to receive Miles instead of Points.

Marriott Bonvoy Events is not available in certain circumstances, including (1) for any government employee or official booking a government event (U.S. government event or non-U.S. government event); (2) for any employee of a state-owned or state-controlled entity ("SOE") booking an event on behalf of the SOE; or (3) for any other planner or intermediary when booking an event on behalf of a non-U.S. governmental entity or SOE. Hotels in the Asia Pacific region are restricted from awarding Points or Miles to any intermediary booking an event on behalf of any governmental entity or SOE.

#### **GROUP MUST CHECK ONE OPTION BELOW:**

- ☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) is eligible to receive Points or Miles.

Member Name \_\_\_\_\_  
Marriott Bonvoy Membership Number \_\_\_\_\_

\*If Miles are desired instead of Points, please also provide:

Participating airline name \_\_\_\_\_  
Participating airline frequent flyer account number \_\_\_\_\_

OR

☐ The Contact (as identified on page 1 of this Agreement or the Authorized Signer of this Agreement) declines or is not eligible to receive Points or Miles and hereby waives the right to receive Points or Miles in connection with the Event.

The individual identified above to receive either Points or Miles may not be changed without such individual's prior written consent. The number of Points or Miles to be awarded shall be determined pursuant to the Marriott Bonvoy Terms and Conditions (the "Terms and Conditions"), as in effect at the time of award. All Marriott Bonvoy Terms and Conditions apply. The Terms and Conditions are available on-line at <https://www.marriott.com/loyalty/terms/default.mi> and may be changed at the sole discretion of Marriott International, Inc. at any time and without notice. Capitalized terms used in this section have the meanings given to them in the Terms and Conditions.

\*Electronic selection – This may be done in Microsoft Word by double-clicking on the above unfilled box, choosing a blackened box, and then clicking "Insert." Alternatively, one can use the commands "Insert" and "Symbol," choose the blackened box, and then click "Insert."

#### **ACCEPTANCE**

When presented by the Hotel to Baldwin County Commission, this document is an invitation by the Hotel to Baldwin County Commission to make an offer. Upon signature by Baldwin County Commission, this document will be an offer by Baldwin County Commission. Only upon signature of this document by all parties will this document constitute a binding agreement. Unless the Hotel otherwise notifies Baldwin County Commission at any time prior to Baldwin County Commission's execution of this document, the outlined format and dates will be held by the Hotel for Baldwin County Commission on a first-option basis until **Wednesday, February 19, 2020**. If Baldwin County Commission cannot make a commitment prior to that date, this invitation to offer will revert to a second-option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations.

Upon signature by both parties, Baldwin County Commission and the Hotel shall have agreed to and executed this Agreement by their authorized representatives as of the dates indicated below.

#### **SIGNATURES**

Approved and authorized by Baldwin County Commission:

Name: (Print) \_\_\_\_\_

Title: (Print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Approved and authorized by Hotel:

Name: (Print) April Means

Title: (Print) Executive Meeting Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_