



21196 East Beach Boulevard • Gulf Shores, AL36542
Tel (251) 540-4000 • Fax (251) 527-7458

GROUP SALES AGREEMENT
June 1, 2020

This Agreement is made and entered into as of **Monday, June 01, 2020**, by and between **The Lodge at Gulf State Park** hereinafter referred to as "The Lodge") and **Baldwin County Commission** hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by **Baldwin County Commission** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated.

ORGANIZATION: Baldwin County Commission
NAME OF EVENT: 2020 Summer Strategy Meeting
CONTACT NAME: Anu Gary
PHONE: (251) 580-2564
EMAIL: Agary@baldwincountyal.gov

PROGRAM DATES: **Wednesday, June 24, 2020 - Thursday, June 25, 2020**

MEETING ROOMS

Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room space for the specified days/times:

FUNCTION SPACE:

Date	Time	Event Name	Function Room	AGR	Rental
Wed, 06/24/20	8:00 AM - 5:00 PM	Break	Gulfview Ballroom I	32	\$.00
Wed, 06/24/20	8:00 AM - 5:00 PM	Meeting	Gulfview Ballroom I	32	\$.00
Wed, 06/24/20	9:00 AM - 9:30 AM	Break AM	Ballroom Foyer I	32	\$.00
Wed, 06/24/20	11:30 AM - 12:30 PM	Lunch	The Dunes Terrace	32	\$100.00
Wed, 06/24/20	3:00 PM - 3:15 PM	Break PM	Ballroom Foyer I	32	\$.00
Thu, 06/25/20	8:00 AM - 5:00 PM	Break	Gulfview Ballroom I	32	\$.00
Thu, 06/25/20	8:00 AM - 5:00 PM	Meeting	Gulfview Ballroom I	32	\$.00
Thu, 06/25/20	10:00 AM - 10:15 AM	Break AM	Ballroom Foyer I	32	\$.00
Thu, 06/25/20	11:30 AM - 12:30 PM	Boxed Lunch	The Dunes Terrace	32	\$.00
Thu, 06/25/20	3:00 PM - 3:15 PM	Break PM	Ballroom Foyer I	32	\$.00

FOOD & BEVERAGE:

The Lodge reserves the right to assign and change specific meeting rooms' space at its discretion. Group must obtain final approval from the Lodge before publishing meeting room names.

If Group requests a specific meeting room that is already booked, Group shall be granted first and second option to occupy the specified room if the group currently occupying the room cancels its agreement. The Lodge shall inform Group via telephone that the room is open. Group must respond within five business days or the Lodge will be entitled to book another event in the specified room.

FOOD & BEVERAGE POLICY:

- Due to licensing and insurance requirements, all food and beverage to be served on Lodge property must be supplied and prepared by The Lodge. In addition, no remaining food or beverage shall be removed from the premises. After the function, such food and beverage becomes the property of The Lodge.
- Menu prices will be confirmed 6 months prior to scheduled function.
- Food, Beverage, Audio Visual and Room Rental prices are subject to a **23% service charge** and applicable taxes.
- Final menu selections must be submitted to the Lodge's Catering Officer at least **4 weeks in advance**; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Director of Catering or his/her designee), the Lodge will not be responsible for any specific dietary requests or requirements.
- The Catering Office must be notified of the guaranteed attendance no later than noon 5 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Wednesday. The Lodge agrees to set 5% over the guaranteed attendance for banquets. Guarantees of attendance are not subject to reduction and the Lodge will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement (as well as any changes made) shall be signed off on such check.

CATERING SERVICES: A minimum of **\$2,500** in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay the Lodge the full Guaranteed Amount, regardless of whether Group charges that amount. Group is required to pay the Lodge any amounts exceeding the Guaranteed Amount.

AUDIO VISUAL POLICIES: The Lodge at Gulf State Park currently has an in-house audio visual provider. We maintain a full-time staff as well as a large variety of state of the art audio visual equipment on site. However if the Group chooses an outside vendor or provides its own equipment and services, The Lodge's Audio Visual Department will charge the outside audio visual company or the Group, a 23% percent service fee (plus taxes and fees, currently 10%) of The Lodge's published audio visual equipment rental prices for the total audio visual bill to offset the utility and infrastructure costs.

BILLING/CREDIT PROCEDURES

The manner of payment of the Master Account shall be established upon approval of Group's credit. Group must complete the attached direct billing application and return to the Lodge upon the execution of this Agreement. Direct billing is a privilege and can only be authorized by the Lodge after a credit check has been approved. If Group has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein. If direct billing is not approved, a deposit schedule will be developed outlining prepayment dates.

PAYMENT BY CREDIT CARD: Group may pay all or part of its obligation under this Agreement by Direct billing or Credit card payment. Please complete and submit the enclosed authorization form, upon signing of this Agreement. Direct billing must be approved. A 2.5% fee may apply for charges that exceed \$10,000 and settled to a charge card.

BILLING ARRANGEMENTS: Individual will pay guest room charges. Catering and AV will be paid via Credit Card or Check.

CANCELLATION/MODIFICATION

CANCELLATION OF ROOM RESERVATIONS: Individual guests are required to cancel their rooms 5 days prior to arrival to avoid one night's room and tax penalty. If cancellation of entire room block is required, the attrition/cancellation clause shall apply.

GROUP'S CANCELLATION: If The Lodge cancels this Agreement or is unable to provide the requested rooms or meeting space, The Lodge will work with Group to arrange alternative accommodations and space at the prices set forth herein. The Lodge will arrange for comparable space in the same vicinity of the Lodge and shall provide, without charge, necessary transportation between the alternative site and the Lodge. Lodge's liability is limited to these remedies and the Lodge shall not be liable for any consequential, punitive or special damages.

- Group and the Lodge have entered into a binding commitment. The Lodge is committed to providing the rooms and services specified in this Agreement and the Lodge has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as telephone tolls, room service and other charges.
- If you decide to cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Lodge will suffer damages. Such damages will be a result of the Lodge's inability to offer your unused space or services to another group and /or the cost to the Lodge of trying to re-sell these space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Lodge's ultimate ability to re-sell some or all the space or services.

CANCELLATION: Group agrees that if it cancels this Agreement for any reason, the Lodge will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay the Lodge at the time of cancellation a liquidated damages fee plus taxes, as follows:

820 to 545 days prior to arrival date:	25% of anticipated revenue plus tax
544 to 365 days prior to arrival date:	50% of anticipated revenue plus tax
364 to 270 days prior to arrival date:	75% of anticipated revenue plus tax
269 to 180 days prior to arrival date:	85% of anticipated revenue plus tax
179 days prior to arrival date:	100% of anticipated revenue plus tax

MISCELLANEOUS

SIGNS AND DISPLAYS/USE OF THE LODGE NAME: Group shall not display signs in the Lodge nor use the name/logo of the Lodge in any promotional brochures or ads without prior approval of the General Manager of the Lodge. It is further agreed that no sign, banner or display shall be affixed to any part of the Lodge. Any damages caused to the walls, fixtures or carpet will be billed to Group.

SECURITY: The Lodge may, in its sole discretion, require Group to take certain security measures considering the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Lodge or the Lodge allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Lodge prior to the function. If Group hires an outside service in accordance with the above, Group

must provide the Lodge with a copy of the agreement, which shall indemnify the Lodge and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the services.

SHIPPING AND PACKAGES: In the event Group will be shipping packages to the Lodge, Group must notify the Lodge at least two weeks in advance. All packages sent to the Lodge must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. The Lodge has no liability for the delivery, security or condition of the packages. Package handling fees will be determined based on size and weight of each shipment however, a minimum charge of \$10 per box would apply.

PARKING: The Lodge offers self-parking and Valet parking. Self-parking is \$5.00 per night and Valet parking is \$10.00 per night.

LIQUOR LICENSE: The Group understands that the Lodge's liquor license requires that Hotel employees or bartenders only dispense beverages. Alcoholic beverage service may be denied to those guests who appear too intoxicated or are under age.

LODGE CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to be delivered if hand delivered or sent by Federal Express or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Lodge Address: The Lodge at Gulf State Park, 21196 E Beach Blvd., Gulf Shores, AL 36542 Attn: XXXXXX, Sales Manager. The Lodge may change Lodge's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

GENERAL PROVISIONS

DAMAGE CLAUSE: In the event that damage to any Lodge property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, the Lodge may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless the Lodge and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

GROUP'S PROPERTY: Group agrees the Lodge will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Lodge property other than the Lodge safe. State laws will govern Lodge's liability for items stolen in guestrooms or items kept in Lodge's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Lodge staff, other than as provided in this Agreement.

INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Lodge's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Lodge facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from the Lodge.

DISPUTE RESOLUTION: Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

MISCELLANEOUS: The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the written consent of the Lodge. Any attempted assignment or transfer by Group without such consent may, at the option of the Lodge, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.

PAYMENT: Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lessor of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by the Lodge of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and the Lodge may accept such check or payment without prejudice to the Lodge's right to recover the balance of all amounts due or pursue any other remedies available to the Lodge under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, the Lodge may, at its sole option, elect to cancel future arrangements, agreements or functions made by Group without penalty and upon written notice.

COMPLIANCE WITH LAWS. Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Lodge property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. The Lodge reserves the right to take all necessary actions to cause the event to be compliant with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Lodge decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

RIGHT OF INSPECTION/ENTRY: The Lodge will have the right to enter and inspect all functions. If the Lodge observes any illegal activity or activity that may result in harm to persons or objects, the Lodge has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Lodge prior to **Thursday, June 11, 2020** the Lodge shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event the Lodge has a request for the rooms requested by Group prior to **Thursday, June 11, 2020**, and the Lodge has not received Group's signed Agreement, the Lodge will contact the Group for a decision. In such event, if the Lodge does not receive Group's signed Agreement within five (5) working days, the Lodge will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Lodge and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

SIGNING AUTHORITY: The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: _____

Signature: _____

Name: _____

Signature: _____

VALOR HOSPITALITY, LLC
AS AGENT, DBA The Lodge at Gulf State Park,
a Hilton Hotel

Baldwin County Commission

Signature:	
Name:	Allison McLaughlin
Title:	Convention Services Manager
Email:	amclaughlin@lodgegsp.com
Date:	
Director of Sales (Initial):	

Signature:	
Name:	
Title:	
Email:	
Date:	
Hilton Honors #:	