

# Clarion Inn, Copper King Hotel & Convention Center

## GROUP SALES AGREEMENT

This Agreement is made and entered into as of December 20, 2017 by and between **The Clarion Inn, Copper King Hotel & Convention Center in Butte Montana** (hereinafter referred to as "Hotel") and **MT Association of Geographic Information Professionals – (MAGIP/ Intermountain GIS)** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group below.

### SECTION ONE: DESCRIPTION OF THE EVENT

**General description of event:** Conference and Accommodations block

EVENT CONTACT: Gerry Daumiller

TITLE:

ORGANIZATION: MT Association of Geographic  
Information Professionals

ADDRESS:

CITY, STATE, ZIP: Helena, MT 59620

PHONE: Leslie Zolman (406) 841-2742

FAX:

E-MAIL: lzolman@mt.gov

HOTEL CONTACT: Amanda Leese  
TITLE: Director of Sales  
ADDRESS: 4655 Harrison Ave  
CITY, STATE, ZIP: Butte, MT 59701  
PHONE: 406 565-5001  
FAX:  
E-MAIL: amanda@copperkinghotel.com

### SECTION TWO: GROUP ROOM RESERVATIONS

**2.1. GUEST ROOM ACCOMMODATIONS:** Hotel will hold the following block of rooms for Group's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular room type nor does it guarantee that rooms will be in proximity to each other. The Hotel shall accommodate the Group for early arrivals and late departures in accordance with the expected arrival/departure pattern other Room Block. In no case shall the minimum Room Block commitment as stipulated in this Agreement be reduced or increased except in writing signed by the Group and the Hotel.

<u>DAY</u>	<u>DATE</u>	<u>NUMBER OF ROOMS</u>	<u>NUMBER OF SUITES</u>
Sunday	March 31, 2019	50	
Monday	April 1, 2019	100	
Tuesday	April 2, 2019	100	
Wednesday	April 3, 2019	100	
Thursday	April 4, 2019	100	

CHECK IN TIME: \_\_\_\_\_ CHECK OUT DATE/TIME: \_\_\_\_\_ TOTAL NUMBER OF ROOM NIGHTS: \_\_\_\_\_

3PM

12PM

450

❖ *Requested changes to your room block should be given to our Sales Manager in writing.*

**CUT OFF DATE: March 1, 2019** After this date, rooms not covered by a rooming list or individual reservations shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel may continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

**2.2. SPECIAL GUEST ROOM REQUESTS:** Hotel will grant Group the following special guestroom requests. Hotel will not guarantee any special requests except those set forth below: NA

**2.3. GUEST ROOM RATES**

❖ The Hotel is pleased to confirm the following room rates for this group:

Single Occupancy:	\$95.00__*	Double Occupancy	\$110.00__*
Family Suites:	\$N/A__	Presidential Suite:	\$ N/A__
Other (describe)	\$_____	Additional person	\$10.00pp**

\*\* Maximum 4 guests per room

\*Or prevailing state government rate for single occupancy add \$15 for double occupancy rate

❖ Hotel room rates are subject to applicable state and local taxes. If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

❖ All rates are net non-commissionable.

❖ The above room rate INCLUDES a full hot breakfast buffet for each guest, each day of their stay.

**2.4. RESERVATIONS**

❖ **INDIVIDUAL RESERVATIONS:** Each individual guest must make their own reservations by calling **406 565.5001 by March 1, 2019**. They must identify themselves as members of the Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card.

NOTE: All attendees must identify themselves as a member of the Group to receive the Group rate and to have their reservation credited to your block. Any reservations made outside of the Group block will not be considered for purposes of complimentary allocations, attrition, meeting room rental, or any other provision of this agreement contingent on room pick-up.

**SECTION THREE**

**MEETING ROOM/BALLROOM AND CATERING SERVICES**

**3.1. 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:

<u>Function</u>	<u># of People</u>	<u>Day/Date</u>	<u>Time</u>	<u>Room</u>	<u>Set</u>	<u>Rental</u>
<u>Monday</u>						
Registration				Dwell Space or back entrance by Copper rooms		
Workshops			8:00-12:00 & 1:00-5:00	Copper 1/2/3/4/5		\$500
GeoDev MeetUp			5:30-9:00pm	Patio/ Fire pit area or offsite location		
				This is a vendor sponsored event, so they would make reservation and pay directly to hotel		
<u>Tuesday</u>						
Registration				Dwell Space or back entrance by Copper rooms		
Workshops			8:00-12:00 & 1:00-5:00	Copper 1/2/3/4/5		\$500
Trade Show /Poster Set Up			1:00-5:00pm setup	King Ballroom		\$500
Vendor Social			5:30-9:00pm	King Ballroom		
<u>Wednesday</u>						
Registration				Dwell Space or back entrance by Copper rooms		
Presentations			8:00-5:00	Copper 1/2/3/4/5		\$500
Trade Show / Lunch			11:30-1:30	King Ballroom		\$1,000
Banquet Dinner/Awards			5:30-8:30pm	possibly off-site (if not King Ballroom)		
<u>Thursday</u>						

Registration		Dwell Space or back entrance by Copper rooms	
Presentations	8:00-4:00	Copper 1/2/3/4/5	\$500
Trade Show/Lunch	12:00-1:30	King Ballroom	\$1,000
Montana Summit	4:00-5:00	King Ballroom	
<u>Friday</u>			
Board Meeting	8:00-1:00pm	Boardroom	\$100
			<b>\$4,600 Total</b>

Room Rental includes all conference tables, round tables, chairs, linens for round tables

- ❖ Hotel reserves the right to assign and change specific meeting room space, so long as Group receives meeting space adequate to meet its needs as a result of any such change. Group must obtain final approval from Hotel before publishing meeting room names. Both the Group and the Hotel must agree to, any changes to the room assignments in writing. The number of people listed is for room capacity planning only and does not represent a guarantee of the amount of food and beverage that will be ordered.
- ❖ ***Requested changes to your meeting space should be given to our Catering Coordinator or Sales Manager in writing.***

### **CHARGES**

- ❖ Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Hotel costs and additional labor. If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment. You agree to indemnify us for any damage caused to any Hotel property as a result of drayage related to your event, whether caused by you, your agents, employees, contractors, or agents. Such fee shall be determined by the hotel.

**3.2 CATERING SERVICES:** A minimum of \$\_\_N/A\_\_ in food and beverage must be spent at your function (the "Guaranteed Amount"). This Guaranteed Amount does not include room rental, meeting space rental, no-host bar, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is also required to pay Hotel any amounts it incurs exceeding the Guaranteed Amount.

### **3.3 FOOD & BEVERAGE POLICY**

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel or its agents. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Due to state law, you may not bring into the Hotel alcoholic beverages other than in the hospitality suites, (which shall be the responsibility of the party engaging the suites) such beverages shall be dispensed only by the Hotel's designated personnel. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by Hotel staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space regardless if Hotel labor is required.
- ❖ ***License Requirements:*** The Hotel's alcoholic beverage license requires that the Hotel shall: (i) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced, and (ii) refuse alcoholic beverage service to any person who, in the Hotel's judgment, appears intoxicated; and (ii) instruct its personnel to avoid encouraging patrons to consume alcoholic beverages (commonly referred to as "over pouring").
- ❖ Menu prices will be confirmed \_\_3\_\_ months prior to scheduled function.
- ❖ Food and beverage prices are subject to a 20% service charge and applicable taxes.
- ❖ Final menu selections must be submitted to Hotel's Catering Manger at least 1 month 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 Hotel (General Manager or General Manager's designee), Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Manger must be notified of the number of people attending the event no later than **noon seven days** prior to the scheduled function ("Guaranteed Attendance"). Guaranteed Attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Hotel agrees to 5% over the Guaranteed Attendance for banquets. Guaranteed Attendance is not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the Guaranteed Attendance.

## **SECTION FOUR**

### **BILLING/CREDIT PROCEDURES**

- 4.1 MASTER ACCOUNT:** The manner of payment of the Master Account shall be established upon approval of Group for Direct Billing. If Group has been approved for Direct Billing, all charges authorized under this agreement will be billed to the Master Account and will be direct billed to Group and paid as provided herein.
- 4.2 DEPOSIT RESERVATION FEE:** ***Hotel requires a non-refundable reservation fee in the amount of \$1000.00 which Hotel must receive by February 1, 2018*** in order to guarantee a hold on Group's room block/Catering and/or meeting space. If reservation fee is not received by the above date, Hotel will no longer be required to continue to hold the room block or meeting space requested by Group. **Unless credit is established, final payment will be made on the final day of Group's event.**

- **Final Payment for food and venue** space must be made in full by **03/24/2019, 7 days** prior to event **unless a credit card or direct bill application is on file.**
- **NOTE: Changes on head count or payment cannot be honored inside of 7 days prior to the event.**

**4.3 INCIDENTALS:** Incidental expenses of Group members will be the responsibility of each guest. The guest will be expected to leave a valid credit card the hotel at the time of check-in. It will be Group’s responsibility to inform its members of this requirement.

**4.4 BILL REVIEW:** In order to assure the most accurate billing and thus alleviate any delays in payment, which may result in your organization incurring unnecessary finance charges, the Group will be expected to:

- Request and Review its bill on a daily basis
- Request, review and sign all Banquet Event Orders prior to the event.
- Request, review and sign all event Banquet checks at the conclusion of the event.
- Request and review final bill prior to check-out.

**SECTION FIVE: CANCELLATION/MODIFICATION**

**5.1 CANCELLATION OF ROOM RESERVATIONS:**

- ❖ Guests are responsible for paying for their own accommodations. Reservation Fees (taken either in cash or by credit card) are refunded or credited only if notice is received 24-hours prior to arrival date and cancellation number must be obtained by guest.

**5.2 CANCELLATION:**

The closer to arrival the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows (less any reduction for resold space):

More than 90 days, up to 6 months prior to arrival date:	\$22,525_ [\$\$ amount equal to 50% of total anticipated revenue]
90 days or less prior to arrival date:	\$31,535 [\$\$ amount equal to 70% of total anticipated revenue]

**5.3 ATTRITION:**

- ❖ The parties agree that Group and Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group’s failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay to the Hotel a percentage of lost revenue as outlined in this paragraph.
- ❖ For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group’s block times the average room rate of rooms actually utilized, plus tax. For food, beverage, meeting rooms and other services revenue, lost revenue will be calculated by subtracting the exact amount of food and beverage provided from the total anticipated food and beverage agreed to herein. The lost revenues for food, beverage, meeting rooms and other services and for sleeping rooms will be calculated separately and provided as a total sum.
- ❖ The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
<b>20% or less</b>	<b>-0-</b>
<b>21 to 30%</b>	<b>40% of lost revenues</b>
<b>31 to 60%</b>	<b>60% of lost revenues</b>
<b>over 60%</b>	<b>100% of lost revenues</b>

- ❖ Notwithstanding this Section 5, if Group takes any action resulting in the cancellation of the rooms or catering to be provided under this Agreement, Hotel will in good faith consider waiving all or a portion of the liquidated damages to which Hotel might otherwise be entitled under the Agreement, provided that Group has provided Hotel with substantial evidence that it has booked or will book other business with Hotel that, in Hotel’s discretion, mitigates the damages Hotel would incur through the cancellation of the rooms or catering that would otherwise be provided under this Agreement.

**SECTION SIX: MISCELLANEOUS**

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

- 6.2 SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Hotel prior to the function. Hotel may cancel any Group event if security is not adequate in Hotel's sole discretion.
- 6.3 SHIPPING AND RECEIVING:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability other than for gross negligence of hotel management as it relates to the delivery, security or condition of the packages. Hotel agrees to keep the packages in a secure location at Hotel until Group's arrival.
- 6.4 PARKING:** Hotel parking is available on a space-available basis.
- 6.5 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: \_\_\_\_\_
- 6.6 HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed 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. Hotel may change Hotel'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.

### **SECTION SEVEN: GENERAL PROVISIONS**

- 7.1 DAMAGE CLAUSE:** In the unlikely event that damage to any Hotel property occurs as a result of any negligent act or omission of Group, Group agrees to assume all related liability and expense. Group shall, to the extent allowed by law, indemnify and hold harmless Hotel 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 caused by Group's negligent acts or omissions. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.
- 7.2 GROUP'S PROPERTY:** Group agrees and acknowledges that Hotel 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 Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 7.3 INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has either procured sufficient property and casualty insurance to cover the loss of such property or is self-insured and will assume the risk for the same. A certificate of general liability insurance naming Hotel as additional insured and acceptable to Hotel in its sole reasonable discretion will be provided upon request of Hotel. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property to the extent such loss is not caused by the Hotel's negligence or misconduct.
- 7.4 FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible for the Hotel to provide Hotel facilities or for the Group to hold its event, including but not limited to 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 to Group by Hotel or to Hotel by Group.
- 7.5 DISPUTE RESOLUTION:** Hotel and Group agree to use their reasonable 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 of Montana, and each party shall bear its own legal costs and attorney fees.
- 7.6 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.
- 7.7 MISCELLANEOUS:** The persons signing this Agreement for Hotel and Group each warrant that they are authorized to bind the Hotel and Group, respectively. 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.
- 7.8 NO ASSIGNMENT:** Neither party may assign or transfer this Agreement or any part thereof without the prior written consent of the other party.
- 7.9 INDEMNIFICATION:** To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Choice Hotels Corporation, MBE Hospitality Management, the Owner and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel. You represent and warrant that your activities conducted at the Hotel and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.

**7.10 RIGHT OF HOTEL TO TERMINATE:** If Group falsely provides any material information to Hotel regarding Group's activities, purpose, or any other material information about Group, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 5 above.

**7.11 RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may, in Hotel's reasonable discretion, result in harm to persons or objects, Hotel has the right to immediately notify Group to cease such activity. In the event the Group does not cease or alter such activity to remove the potential harm, Hotel may order the Group's guests and invitees to immediately cease the activity and vacate the premises, as Hotel may determine in its sole reasonable discretion. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

**7.12 CONFIDENTIALITY:** The content of this Agreement may not be disclosed to any party not previously authorized to discuss these contents by Group and the Hotel.

To serve as our mutual agreement this document must be signed and returned **by February 1, 2018**. If the signed Agreement is not received by the date requested all rooms and space may be released for sale.

IN WITNESS WHEREOF, Hotel 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:

**HOTEL**

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

Name: \_\_\_\_\_

Title: General Manager

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

**MT Association of Geographic Information Professionals**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**DIRECTOR OF SALES:** \_\_\_\_\_ Initial