THE RESORT AT
GLADE SPRINGS

255 Resort Dr | Daniels, WV, 25832, USA

LETTER OF AGREEMENT
for
Capital District Kiwanis 2024 Midyear Convention
Thursday, March 7, 2024 - Sunday, March 10, 2024

February 13, 2023

JEFFREY M WOLFF, Executive Director
4410 Brookfield Corporate Drive #220469
Chantilly, VA 20153-0469
Telephone: (703) 544-5655
Email: jeffrey.wolff@capitalkiwanis.org

Dear Jeffrey:

By way of your signature you are establishing a bilateral, contractual agreement with GSR, LLC DBA The Resort at Glade Springs. Both parties will be held to the standards of performance stipulated herein. Please carefully review all cancellation and attrition clauses and initial your acceptance in the space provided.

Guest Room Block and Group Room Rates:
The following guest room block and group room rate will be held until **January 22, 2024:**

Room Type	Rate	Thursday 3/7/2024	Friday 3/8/2024	Saturday 3/9/2024	Sunday 3/10/2024
Resort Guestroom	$120.00	15	80	80	
Total		**15**	**80**	**80**	**–**

Rates are subject to state and local taxes in effect at the time of the event, currently totaling twelve (12%) percent. The State of West Virginia requires The Resort at Glade Springs to collect sales tax on all services provided by this contractual agreement unless a properly completed WV Certificate of Exemption is submitted with this signed contract.

Concessions:

Complimentary Parking
Complimentary Wifi in Meeting Spaces and Overnight Rooms
Complimentary Meeting Space Rental with $3,000.00 F&B Min Met ($5,700.00 value)
1 comp overnight room per 40 actualized (cumulative)
1 comp premium suite (over & above) ($797 value)
3 comp upgrades to suites at the group rate ($2,706 value)
15% A/V discount
5 comp VIP amenities (hotel's choice)
$8 Flat Resort Fee ($900 value)

Hotel will guarantee the following max meal pricing (available menu items will vary):
Plated Breakfast = $16.51 inclusive
Buffet Lunch = $27.94 inclusive
Plated Dinner = $40.64 inclusive

Please designate whether Capital District Kiwanis is tax exempt:

No

Yes. WV State tax exemption certificate must be submitted with signed agreement.

Additional rooms outside the contracted block will be subject to availability at the prevailing rate.

Resort Service Fee:
For the convenience of our guests, a taxable $8.00 service fee is added to the nightly room rate. This fee assists us in providing several resort services, such as shuttle service, high speed wireless internet, access to indoor basketball, fitness center, indoor and outdoor pools, and movie cinema, among others.

Reservation Procedures

Individual guests will be responsible for making their own reservations. Reservations may be made by calling **(877) 814-7316 (online reservations not accepted for group rates)** and asking for the Capital District Kiwanis 2024 Midyear Convention Room Block. This toll-free number is specific to your group. *Please provide your attendees this number to ensure your reservations process goes smoothly.* A major credit card and first night's deposit will be required upon reserving individual rooms and a seven (7) day cancellation period would apply, whereby an attendee cancelling their reservation within seven (7) days of arrival will be charged one night's lodging.

Reservation Cut Off Date:
All reservations must be received in our office no later than **Feb 15, 2024.** At that time any unused rooms remaining in the block will be released for general sale unless guaranteed to a valid credit card or to the master account. Unsold rooms will be subject to applicable attrition charges. Reservation requests received after this date will be subject to availability and prevailing rates may apply.

PERFORMANCE CLAUSE

In the event the Group does not use at least 75% of the room block reserved by this contract as defined by the Total Sleeping Rooms, Group agrees that Hotel will suffer damages which would be difficult to determine. Damages for lack of performance will be based on a minimum commitment of 75% of the Group's Total Sleeping Room commitment. To determine damages, apply the following formula:

1. Determine the Group's minimum block by multiplying the total number of rooms blocked 175 by 75%.
2. Determine the number of total rooms available in the Hotel for sale by subtracting out of order rooms from total inventory.
3. Determine unsold rooms by subtracting total occupancy from total rooms available.
4. For each room night, Group will pay the amount equal to 75% (estimated lost profit) of the Group's single confirmed group rate $120 (plus tax, if required by applicable law) times either the number of unsold rooms in the Hotel for the night; or the difference between Group minimum block and actual Group pick-up whichever is the lower amount. This amount will be considered "unsold room revenue" payable to the Hotel as liquidated damages, and not a penalty, in a reasonable attempt by parties to calculate the damages suffered by Hotel for losses due to Group's breach.

At the request of Group, Hotel will submit to Group a copy of the Hotel's city ledger or daily report (relevant portions only) showing the information necessary to perform the above calculations. Hotel agrees that after receipt of this payment it will not seek additional damages related to the sleeping room commitment provision in this Agreement from Group for not utilizing the full room block. Other obligations may be set forth in this Contract including, without limitation, the Food and Beverage Performance portion of the Contract. For example, Group shall also owe the Hotel the sums required by the Food and Beverage Performance section of this Contract.

Check-In/Check-Out:
Check-in time is after 4:00pm Eastern Time and check-out time is 11:00am Eastern Time. Guests arriving prior to 4:00pm will be accommodated as rooms come available.

Conference and Catering Services
Outside Food & Beverage is Not Permitted. Fees will apply to any Outside Food & Beverage brought into Conference & Catering Spaces.
All event and menu details will be confirmed by Banquet Event Order (BEO) from your dedicated Conference Manager. These BEOs must be completed no less than 14 days prior to arrival. If signed BEOs are not received, GSR, LLC will execute your program on the latest BEOs that have been provided to Capital District Kiwanis 2024 Midyear Convention . Changes made in event details less than 72 hours prior to the function will be subject to change and/or reset fees.
The number of people anticipated will determine which function room will be utilized. If attendance drops, we reserve the right to reassign, with written notification, your group to a room more suitable for attendance. Additional setup fees may be assessed.

A firm and final guarantee of attendees for your entire program will be required five (5) days prior to your first catered function. If a guarantee is not provided, we will use the "expected" number in this contract. If fewer persons are served than are designated in the guarantee, you will be charged for the guaranteed number. A 21% service charge will apply to all food, beverage and audio/visual including accessories. All charges are subject to 6% WV State Sales Tax including the 21% service charge. (Tax rates are subject to change). Any Excessive Cleaning or Damage will result in additional charges.

Event and Meeting Space:
Capital District Kiwanis 2024 Midyear Convention

Date	Start Time	End Time	Function	Room	Set For	Setup
Fri 03/08/2024	8:00am	11:59pm	Storage	Senator	10	CONFERENCE STYLE
Fri 03/08/2024	8:00am	11:59am	Registration	BFoyer	2	REGISTRATION-6 FOOT TABLES
Fri 03/08/2024	8:00am	11:59pm	Office	Governor	10	CONFERENCE STYLE
Fri 03/08/2024	8:00am	11:59pm	Meeting	Bright A	80	U-SHAPE
Fri 03/08/2024	8:00am	11:59pm	General Session	GLADE	200	ROUNDS
Fri 03/08/2024	6:00pm	10:00pm	Dinner	GLADE	200	ROUNDS
Sat 03/09/2024	8:00am	11:59pm	Storage	Senator	10	CONFERENCE STYLE
Sat 03/09/2024	8:00am	11:59am	Registration	BFoyer	2	REGISTRATION-6 FOOT TABLES
Sat 03/09/2024	8:00am	11:59pm	General Session	GLADE	200	ROUNDS
Sat 03/09/2024	8:00am	11:59pm	Office	Governor	10	CONFERENCE STYLE
Sat 03/09/2024	8:00am	11:59pm	Breakout	WR 3	75	CLASSROOM STYLE
Sat 03/09/2024	8:00am	11:59pm	Breakout	WR 1	75	CLASSROOM STYLE
Sat 03/09/2024	8:00am	11:59pm	Breakout	WR 2	75	CLASSROOM STYLE
Sat 03/09/2024	8:00am	11:59pm	Meeting	Bright A	80	U-SHAPE
Sat 03/09/2024	8:00am	9:00am	Breakfast	GLADE	200	ROUNDS
Sat 03/09/2024	12:00pm	1:00pm	Lunch	GLADE	200	ROUNDS
Sat 03/09/2024	6:00pm	10:00pm	Dinner	GLADE	200	ROUNDS
Sun 03/10/2024	8:00am	9:00am	Breakfast	GLADE	200	ROUNDS
Sun 03/10/2024	8:00am	11:59pm	General Session	GLADE	200	ROUNDS
Sun 03/10/2024	8:00am	12:00pm	Storage	Senator	10	CONFERENCE STYLE
Sun 03/10/2024	8:00am	11:59pm	Office	Governor	10	CONFERENCE STYLE
Sun 03/10/2024	8:00am	12:00pm	Breakout	Bright A	80	THEATRE

Advance Deposit:
An advance deposit in the amount of $500.00 must be received with the execution of this agreement.

All deposits are nonrefundable; however, deposits may be applied to a cancellation fee. Deposit will be refunded in the event that this contract is breached by The Resort at Glade Springs.

Method of Payment for Deposit:

Company Check

Credit Card

Please make checks payable to:

The Resort at Glade Springs

Attn: Sarah Osborne

Billing Information:

Final bill should be sent to:

Company Name: Capital District Kiwanis

Attention: JEFFREY M WOLFF, Executive Director
4410 Brookfield Corporate Drive #220469
Chantilly, VA 20153-0469
Telephone: (703) 544-5655
Email: jeffrey.wolff@capitalkiwanis.org

Method of payment for final bill:

Company Check

Credit Card

Direct Bill

If direct billing is requested for the balance due, a credit approval is required 30 days prior to arrival. Final invoice will be sent within 10 business days. The balance is due within 30 days of the conclusion of the event. Late or non-payments will result in interest on past due amounts at 1-1/2% per month or 18% annually, plus attorneys' fees, cost of collection and all other appropriate remedies for breach of contract.

COMMISSIONS:

All rates confirmed in this Contract agreement are commissionable @ 10% to ConferenceDirect, LLC. Hotel will pay commission to ConferenceDirect on all the actualized room revenue, not including taxes and resort fee, regardless of rate paid and including all rooms outside the block. Commission will be paid within thirty (30) days of group's departure from hotel regardless if the Master Account has been paid in full.

Payment should be sent to the following address:

ConferenceDirect
Attn: Accounts Receivable
193 Blue Ravine Rd, Suite 190
Folsom, CA 95630
Federal Tax ID# 95-4703518 or IATA# 05759946

The Hotel agrees that the Group could not have negotiated more favorable room rates, terms and concessions had the Group negotiated directly with the Hotel, as opposed to using ConferenceDirect LLC. Hotel and Group further agree that commission for the booking of this meeting is non-cancelable and non-transferable to another party or agency.

Should additional rooms be required or any amendments to this agreement occur in the future, the commission for guestrooms shall be no less than 10% or amount within this agreement (whichever is higher) regardless of room rate paid. Should the standard hotel commission percentage increase from the time of signing contract to the actualization date, the higher commission percentage will apply to this agreement.

Should the standard hotel/brand commission percentage increase from the time of signing contract to the actualization date, the higher commission percentage will apply to this agreement. Should hotel have a change of management, or brand affiliation, from the time of signing contract to the actualization date, new management company will honor the existing commission amount in the contract. If the new brand has a higher commission percentage, then the higher commission amount will be honored for this agreement

Force Majeure:

The performance of this Agreement by either party is subject to acts of God, war, acts of terrorism, government regulation, legislation, or statement of policy which limit, prohibit or suggest curtailment of transportation facilities; disaster; strikes; civil disorder or other conditions making such performance illegal or impossible for this event to take place. The Agreement may be terminated only for any one of the above reasons by written notice from one of us to the other. The performance shall be rescheduled at a mutually agreed upon time and all advance deposits will be credited to the revised date within twelve (12) months of the original event dates.

CANCELLATION BY GROUP:

If Group cancels this meeting at the Hotel for any reason other than breach by Hotel, or as allowed in the contract, the parties agree that the damages suffered by Hotel would be difficult to determine. Group and Hotel, therefore agree that the following amounts will be due to Hotel as liquidated damages plus tax if required by applicable law, based on the date written notice of cancellation is received by the Hotel:

Date of Signing to March 7, 2023	25% of estimated room profit which is the sum of $3,960.00
From March 8, 2023 to September 8, 2023	50% of estimated room profit which is the sum of $7,920.00
From September 9, 2023 to Jan 8, 2024	75% of estimated room profit which is the sum of $11,880.00
From Jan 9, 2024 to March 7, 2023	100% of estimated room profit which is the sum of $15,840.00

*Estimated Room Profit shall be defined as 75% of the confirmed single group rate $120.00 per room, per night, at time of cancellation.

Payment due as a result of cancellation of this contract under this provision shall be made by group at the time the contract is canceled by written notice. In no event shall the group be liable for more than the price outlined above.

CANCELLATION BY HOTEL:

In the event that the Hotel cancels this Agreement for reasons other than a breach by Group or as otherwise expressly provided for elsewhere in this Agreement, then Group will be entitled to recover from Hotel all reasonable and documented direct and consequential damages incurred by Group that would not have been incurred if Hotel had not cancelled the Agreement.

Contract Due:

We will hold the dates outlined in this agreement on a first option tentative basis until **Feb 28, 2023.** With a first option, you have the first right of refusal to the dates and space being held. If we have a request for the dates and space being held, you will be notified and will have three (3) business days in which to give us your decision. At that time, if we have not received the signed agreement, the hotel reserves the right to

release the space to another group and move you to a second option.

When appropriately executed by signature below, this agreement will be binding upon the successors, assignees and transferees of the parties hereto. The representatives signing this agreement are authorized to bind each other to the conditions and provisions of this agreement.

Thank you again for choosing The Resort at Glade Springs we look forward to being of service.

As an indication of your approval, please sign and return this contract by **Feb 28, 2023.**

The Resort At Glade Springs	Capital District Kiwanis 2024 Midyear Convention
Sarah Osborne	Jeffrey Wolff
Sales Manager	Executive Director
Signature:	Signature:
Date:	Date:

The Resort at Glade Springs Fax Number: (304) 405-2067