

Motion Number 20190224

Name	Maker	Second	Aye	Nay	Abstain
Hanavan			X		
Bird			X		
Snodgrass			X		
Cunliffe	X		X		
Boston			X		
Breslin		X	X		
Tawes			X		

Title: 2020 Reunion Hotel Contract

Text of Motion:

I move that John Tawes be authorized to sign the attached contract in the name of the Association.

Rationale or explanation:

Commitments in excess of \$500 require Board approval.

Vote Result: Carried, 2 March 2019



**RAMADA GATEWAY
CONVENTION/MEETING AGREEMENT**

February 18, 2019

**C-7A CARIBOU ASSOCIATION 2020
REUNION**

Pat Hanavan
12402 Winding Branch
San Antonio, TX 78230-2770

John Tawes

Doug Boston
5606 Winnie Dr.
Colleyville, TX 76034-3254

Phone:

210-479-0226 (home)
210-861-9353 (cell)

678-357-5176 (cell)

817-581-8687 (home)
817-821-1224 (cell)

E-MAIL: pathanavan@aol.com

jtawes@gmail.com

Spicejett06@gmail.com

Dear Mr. Hanavan:

The Ramada Gateway is pleased to confirm the C-7A CARIBOU ASSOCIATION 2020 REUNION at the hotel for the meeting dates from [October 14, 2020](#) through [October 18, 2020](#). The dates from the First Meeting Date through the Last Meeting Date are referred to as the "Meeting Dates."

I. Room Block. The Hotel agrees to block the following number of guestrooms for the Meeting Dates on a definite basis (the "Room Block").

No. of Rooms	Occupancy	Rate
20	Inn	\$79.00
100	Tower	\$99.00
	Total Rooms	460

OVERALL MEETING DATES							
From:	October 14, 2020			To:	October 18, 2020		
	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Date:				10/14	10/15	10/16	10/17
Rooms:				100	120	120	120
Date:	10/18						
Rooms:	C/O						

All rates are net non-commissionable, and subject to state and local taxes which are currently 13.5% and an admin fee of 4%.

COMMENTS: Guests will have a choice of room type when making reservations. The above group room rates include breakfast buffet each morning in the hotel restaurant.

II. Room Rates. The Hotel is pleased to extend to the above group room rates for the period +/- 3 days of the actual Reunion to allow for early arrivals and stayovers.

The Meeting Rates do not include taxes; sales tax rate is subject to change without notice.

III. Option Date. The Meeting Dates and Room Block will be reserved until March 31, 2019 by which date a copy of this Agreement signed by the Group must be returned to the Hotel (the "Option Date"). If the Hotel has not received the signed Agreement by the Option Date, the Hotel will: release the guest rooms in the Room Block; cancel any meeting space and other arrangements for the Group; and have no further obligations to the Group under this Agreement.

IV. Release of Rooms Not Reserved. The Room Block will be held until 30days before the First Meeting Date (September 14, 2020), at which time all unreserved guest rooms within the Room Block will be released for general sale (the "Released Rooms"). Rooms reserved by Group Guests at that time are referred to as the "Revised Room Block." Thereafter, additional reservations for Group Guests for the Meeting Dates will be accepted on a space-available and rate available basis.

V. Complimentary Accommodations and Amenities.

- **Reserve a one bedroom tower suite for John Tawes, Reunion Planner, October 14-18, 2020 on a complimentary basis.**
- **This group shall earn a 1 per 40 comp room policy. For every 40 paid hotel rooms, to include those utilized +/- 3 days, the group shall earn one (1) complimentary room night. These comp room nights must be used during the actual reunion.**

VI. Reservations. The hotel will be pleased to accept individual reservations for the group. Reservations may be made by calling the hotel directly at **(800) 327-9170** daily between the hours of 9am-5pm, EST. Please instruct your attendees to identify themselves as attending the **C-7A CARIBOU ASSOCIATION 2020 REUNION**. Reservations by Group Guests must be secured by a valid major credit card or other deposit satisfactory to the Hotel. Each reservation for which the required deposit has been received is guaranteed for late arrival. Deposits are refundable to the Group Guest if notice of cancellation is received by the Hotel no later than 72 hours before the scheduled arrival date. Check-in time is 4:00 p.m. on the first date reserved. Check-out time is 11:00 a.m. A late-departure charge may apply for any room occupied after the check-out time. Upon check-in, each guest is asked to present a major credit card for incidental charges (for instance, phone calls). Guests who do not have a major credit card will be asked to provide a refundable cash deposit.

VII. Program Agenda; Function Space. Function space as requested by the Group on the form attached will be held until the Option Date. The final program must be confirmed by the Group in writing no later than 30 days before the First Meeting Date. The Hotel reserves the right, within its discretion, to assign and, if necessary, reassign function space to accommodate all parties concerned.

Day/Date	Times	Function	Set-up	No. of People	Rental
Wednesday, 10-14-20	10am-11pm	*Hospitality Room (Salons 4 & 5)	Rounds of 8 Microphone/ Speaker TBD	Flow	Complimentary
	24 hrs.	Memorabilia Room (Suite #100)		Flow	Complimentary
Thursday, 10-15-20	10am-11pm	*Hospitality Room (Salons 4 & 5)	Rounds of 8 Microphone/ Speaker TBD	Flow	Complimentary
	24 hrs.	Memorabilia Room (Suite #100)		Flow	Complimentary

Friday, 10-16-20	10am-3pm	*Hospitality Room (Salons 4 & 5)	Rounds of 8 Microphone/ Speaker TBD	Flow	Complimentary
	24 hrs.	Memorabilia Room (Suite #100)		Flow	Complimentary
	6-10pm	Dinner Cash Bar	Hospitality Room	200	N/C Bartender Fee waived
Saturday, 10-17-20	10am-3 pm	*Hospitality Room (Salons 4 & 5)	Rounds of 8 Microphone/ Speaker TBD	Flow	Complimentary
	24 hrs.	Memorabilia Room (Suite #100)		Flow	Complimentary
	9-11am	Business Meeting	Hospitality Room	180	N/C
	6-10pm	Banquet Missing Man Table American Flag Podium/Microphone /Speakers Cash Bar	Hospitality Room	200	N/C
Sunday, 10-18-20	7-11am	Hospitality Room Load Out	Rounds of 8	Flow	Complimentary
	7-11am	Memorabilia Room Load Out	TBD	Flow	Complimentary
*Ice will be delivered daily to the hospitality room. Please note you are permitted to bring your own Food & Beverages (including alcohol) into the hospitality room. The hotel staff needs a 3 hour window in order to set your dinner and banquet.					

VIII. Audio-Visual Equipment. If any meeting requires audio-visual equipment the customer has three options; you can use your own audio/visual purveyor, allow the Hotel to use its outside supplier, or you can bring in your own audio/visual equipment. If the hotel purveyor is used, we will advise you of the applicable charges and rent the required equipment for you. All meeting room rental fees and audio-visual equipment are subject to 7% Florida State sales tax and 21% service charge. A \$30.00 charge may apply for equipment required within 24 hours of its use.

If any additional audio-visual equipment is required for the Function, the Hotel will, upon request, assist the Group in arranging for such equipment from outside vendors. Payments for any such additional equipment shall be the Group's sole responsibility.

IX. Accommodations for Persons with Disabilities. As required by the Americans with Disabilities Act, the Hotel has a limited supply of guestrooms that are accessible to, and assistance equipment and aids for, persons with disabilities. The Group should advise the Hotel no later than 30 days before the First Meeting Date of any Group Guests who may require such equipment or aids and whether any additional equipment or services are needed. The Group or the Group Guest in question will be responsible for the costs of any required equipment or aids beyond what the Hotel has available.

X. Food and Beverage; Hospitality Suites. All food and beverage functions will be supplied and prepared by the Hotel. **Food and beverage service for any Hospitality Suite may either be purchased from the Hotel or brought in by the using organization.**

XI. Publicity Materials. For planning purposes, the Group shall provide to the Hotel copies of all mailings and other publicity when such materials are published.

XII. Parking. All Hotel parking is complimentary and at the Group Guest's sole risk. The Hotel shall have no liability related thereto.

XIII. Master Account/Credit Arrangements/Deposits. A master account for room, tax, food and beverage, service, incidental, and other approved charges related to the Function (the "Master Account") will be established in the C-7A CARIBOU ASSOCIATION 2020 REUNION's name. A listing of all authorized master account signatures and guest/staff reservations to be posted to the master account should be provided to the Hotel at least two (2) weeks in advance. The Group shall be responsible to the Hotel for all such Master Account charges.

Please indicate the appropriate billing procedure:

	<u>Master</u>	<u>Individual</u>
Attendee room & tax	<u> </u>	<u> XX </u>
Attendee incidental charges	<u> </u>	<u> XX </u>
Meeting/ Function charges	<u> XX </u>	<u> </u>

PLEASE INDICATE WHO IS AUTHORIZED TO REVIEW AND SIGN FOR MASTER ACCOUNT WHILE ON HOTEL PROPERTY: _____

A good faith deposit in the amount of **\$100** is due with signed contract to guarantee the above guest room and function block. A second deposit in the amount of the estimated master account charges will be due by September 14, 2020. The balance remaining is due upon check in, October 14, 2020 along with the guaranteed counts for the banquet. If the deposits are not received within this time frame, the Hotel reserves the right to release the above space and, in doing so, will notify the C-7A CARIBOU ASSOCIATION 2020 REUNION in writing.

All deposits will be applied to the Group's Master Account. In the event the group cancels this agreement, after the deposits have been received, the deposits will be applied towards liquidated damages (if any). It is expressly agreed and declared that time is of the essence in relation to Group's payment obligations and failure by Group to meet the agreed deposit schedule will entitle Hotel to immediately terminate this Agreement and without prejudice to any other legal or equitable right of action or remedy for damages to which Hotel may have against Group.

XIV. Liability. Neither the Group nor any Group Guest shall use any guest room, meeting space, or other part of the Hotel for any activity that is illegal or prohibited under any applicable law, rule, or regulation. Further, the Group shall indemnify, defend, and hold harmless the Hotel, its management company, and their respective employees from and against any losses, liabilities, claims, or damages that are the result of the negligence or intentional misconduct of any Group Guest or of any of the Group's officers, employees, outside contractors, or agents except to the extent that such loss, liability, claim, or damage is the result of the negligence or intentional misconduct of the Hotel. The Hotel is only liable for samples, displays, property, or personal effects brought to the Hotel by the Group, any Group Guest, or any officer, employee, agent, or outside contractor of the Group to the extent so provided under local innkeeper's laws.

XV. Cancellation and Liquidated Damages. This Agreement may be cancelled by either party without penalty or liability on written notice to the other party if any act of God, court or governmental action or regulation, disaster, strike, labor strife, civil disorder, criminal activity, casualty, or other event beyond the Hotel's control makes it unreasonably dangerous, illegal, or impossible to provide the Resort's facilities for the purposes intended under this Agreement or to hold the Function at the Hotel (a "Force majeure Event"). If any Force majeure Event occurs during the Meeting Dates, the Resort shall have the right to terminate or suspend the Function on oral notice to the Group's Authorized Decision Maker or any other decision-maker of the Group. Except for a Force majeure Event, this Agreement shall not be cancelled or terminated by either party except for a breach of the terms hereof by the other party.

If the Hotel breaches this Agreement by failing to provide the accommodations contracted for in this Agreement for any reason other than a Force majeure Event, the Group shall be entitled to recover its actual damages that are the result of such breach, subject to mitigation thereof as required by law and provided that in no case shall the Group's recovery of damages exceed the amounts actually paid to the Hotel under this Agreement. The Hotel shall not be liable for any indirect, special, consequential, or incidental damages of any kind.

XVI. Governing Law; Attorney's Fees; Severability. This Agreement shall be governed by and interpreted under the laws of the State of Florida, Osceola County. Should any legal proceedings be required to enforce any provisions of this Agreement, the prevailing party determined by the finder of fact, shall be entitled to recover all of its costs and expenses related thereto including without limitation expert witness', consultants', and attorneys' fees and court costs. If any provision of this Agreement is determined to be unenforceable, the remaining provisions hereof shall continue in full force and effect and this Agreement shall be enforceable as if the provision found unenforceable were not contained herein. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether written or oral.

XVII. Assignment of Agreement. This Agreement shall not be assigned by the Group without the prior written consent of the Hotel. The Hotel shall have the unrestricted right to assign this Agreement to any successor owner of the Hotel, which assignment shall occur automatically as of the date of any such sale of the Hotel. Notwithstanding any assignment, whether or not consented to, the Group shall remain liable for all obligations under this Agreement.

XVIII. Notices. Any notice that is required to be given under this Agreement shall be sent to the following addresses:

Ramada Gateway
7470 Highway 192 West
Kissimmee, FL 34747
Attention: Janis Blair /Group Sales

To the Group: C-7A CARIBOU ASSOCIATION 2020 REUNION
Pat Hanavan
12402 Winding Branch
San Antonio, TX 78230-2770

A notice shall be deemed given: (a) upon receipt if sent by overnight nationally recognized courier; or (b) if mailed, three business days after its deposit, properly addressed and postage prepaid, with the United States Postal Service.

XIX. Agreement Signatures. This Agreement shall become effective as of the date it is fully executed by the parties hereto, provided that such execution occurs before the Option Date. Until the effective date, no space or guestroom arrangements herein are binding on the Resort. Each party hereby represents to the other that each person who signs this Agreement below on its behalf is fully authorized to do so.

HOTEL: Ramada Gateway

By: _____
Janis Blair, Sales Manager

Date: _____

GROUP: C-7A CARIBOU ASSOCIATION 2020 REUNION

By: _____
Authorized signatory

Date: _____