

#### SALES AGREEMENT

This agreement is made and entered into as of 07/09/19, by and between Holiday Inn Express & Suites Silver Springs (hereinafter referred to as "Hotel") and Military Order of the Cootie. Group agrees that the terms of this agreement are based upon the information provided below:

#### **CONTACT INFORMATION**

Company/Organization: Military Order of the Cootie Contact Name: Kenneth Thie Contact Address: Contact Phone: Email address: kthie33774@gmail.com

### HOTEL LOCATION & CONTACT INFO

Hotel Address: 5360 E Silver Springs Blvd Silver Springs, FL 33488 Hotel Phone: 352-304-6111 Hotel Fax: 352-304-6112 Hotel Website: ocalasilverspringshotel.com Hotel Sales Contact: Kara Wickham Hotel Email: kara.wickham@hdghotels.com

#### **GUEST ROOM RESERVATIONS**

<u>Guest Room Accommodations</u>: Hotel will hold the following room block of rooms for Group's use. Unless as indicated in this agreement, Hotel does not guarantee any particular room types nor does it guarantee that rooms will be in proximity to each other.

Date	Room Type(s)	Room Counts	Rate(s)
08/23/19-08/25/19	TQNN	20	\$90.00

**<u>GUEST ROOM RATES</u>**: The Hotel is pleased to confirm the following room rates for Military Order of the Cootie:

A \$10.00 extra person charge will be applied to parties of 5 or more. If the minimum numbers of rooms are not met before the cutoff date, the rate will convert back to the standard rate of that day. If persons are subject to tax exemption, the appropriate documentation must be provided prior to or at the time of check-in.

**Please Note:** You or members of your group may from time to time see lower rates available online. Please check the terms and conditions of these rates as we often offer discounts to guests who are willing to book in advance, pay in full at the time of reservation, and not have the opportunity to change or cancel the reservation. Your group rate is not subject to these restrictions.

## CONCESSIONS:

The rate will include a complimentary breakfast each morning for registered guests. An \$8.00 extra person charge will be applied for any guests not registered on the reservation.

## Check-In Date/Time: 3:00PM Check Out Date/Time: 11:00AM

**<u>CUT OFF DATE:</u>** 08/09/19 After this date, rooms not covered by individual reservations/rooming list, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the Best Flex rate, subject to availability.

## **RESERVATIONS:**

Individual Reservations: If individual guests are to make their own reservations, they must call the Hotel directly at (352) 304-6111. They must identify themselves as members of Military Order of the Cootie. All reservations must be made at the Holiday Inn Express & Suites Silver Springs Florida and guaranteed with a major credit card. A three letter group code will be supplied for online booking within 5 business days of receiving the Group Contact Agreement Signature.

## ROOMING LIST: Yes or No

**ROOM, TAX & INCIDENTALS:** Room, tax and incidental expenses of Group members will be the responsibility of \_\_\_\_\_\_ through payment via \_\_\_\_\_\_. A credit card will also be required at time of booking to guarantee all reservations. Hotel will not accept non-guaranteed reservations.

# CANCELLATIONS/MODIFICATIONS

**CANCELLATION OF GUEST ROOMS:** Guests are responsible for paying for their own accommodations unless otherwise stipulated in this agreement. Guaranteed reservations may be cancelled without penalty within two weeks of booking. As of 08/23/19, all reserved rooms will be billed. No cancellation/no refunds will be awarded after 08/23/19.

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

**DAMAGE CLAUSE:** The individual guest will be held responsible for any damages to hotel. A credit card will be obtained from each individual guest at check-in to cover any damages or incidentals that may occur during the stay.

**GROUP'S PROPERTY:** Group agrees 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 lock boxes. State laws will govern Hotel's liability for items stolen in guest rooms or items kept in Hotel lock boxes. Individual is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Individual may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this agreement.

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

**COMPLIANCE WITH LAWS:** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel 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 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. Hotel reserves the right to take all necessary actions to cause the event to be in compliance 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, (5) monitoring the vent and, (6) Any advertisements for your event that are distributed or broadcasted to the public which have Holiday Inn Express & Suites Silver Springs associated with them must be approved by the Hotel GM prior to their distribution or airing. If the Hotel decides, in its discretion, o take any of the actions above, it shall do so without fees and Group shall remain liable for all obligations under this Agreement.

#### ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to 07/23/19 Hotel shall have the right to contract with other parties for the use of the room block, meeting room and other services without further notice to Group.

Authorized Hotel Representative	Authorized Group Representative	
By: Kara Wickham	By: Kenneth A. Thie	
Name: Kara Wickham	Name:Kenneth A. The	
Title: Kara Wickham	Title:MOC Grand Adjutant	
Date: 07/09/19	Date:07/12/19	