



**BRASSTOWN VALLEY RESORT & SPA
GROUP SALES AGREEMENT**

The following represents an agreement (“**Agreement**”) between Brasstown Valley Resort (“**Hotel**”) and City of Powder Springs (“**Organization**”) entered into as of January 16, 2023 (“**Effective Date**”) and outlines specific conditions and services to be provided.

1. Description of Group and Event

Organization: **City of Powder Springs**

Contact: Pam Conner
 PO Box 46
 Powder Springs, GA 30127
 Phone: [REDACTED]
 Email: pconner@cityofpowdersprings.org

Name of Event: City of Powder Springs

Official Event Dates: Wednesday, March 22, 2023 through Friday, March 24, 2023

Anticipated Attendance: 15+/-

2. Guestroom Commitment

The Hotel will provide and Organization agrees that it will be responsible for utilizing 30 “Total Room Nights” as follows:

Brasstown Valley Resort & Spa - City of Powder Springs - USD			
		Wed 3/22/2023	Thu 3/23/2023
Run of House /	Guestrooms	15	15
Lodge Rooms	Rate	169.00	169.00

Group requires all lodge rooms
 Group is Tax Exempt

2.1. Room Block Changes / Additions

Guestrooms will be committed on a definite basis upon receipt of the executed contract. Any additions or changes to the above room block must be in writing and executed by both parties. No changes will be accepted or recognized until such document is executed.

2.2. Guestroom Type

Any specific room types requested are noted, however guestrooms are based upon availability and can only be assigned at check-in. Specific room type requests will be noted as the reservation is entered. The Hotel will attempt to honor specific room type requests, but cannot guarantee this for every reservation.

2.3. Guestroom Rates

The rates quoted above are per guestroom per night and do not include applicable state and local taxes (currently 12%) in effect at the time of check-in. Hotel guestroom rates are also subject to adjustment by the Hotel as further described in this Agreement in the event Organization’s total program requirements are modified by the Organization.

2.4. Resort Service Fee

In addition to the rates set forth above, there will be a daily resort fee of fifteen (\$15) dollars per room, per night.

The Resort Service Fee includes:

- Self-Parking. (Valet: \$10.00 for daily parking and \$12.00 for overnight parking for the entire stay. We now offer complimentary valet for handicap guests.)
- Two bottles of water
- High speed internet access
- Daily newspaper (available in lobby)
- Gift of Friendship (fresh fruit, cookies, seasonal offering) in lobby
- Infused water, lemonade or seasonal beverage in lobby
- In-room coffee and tea service
- Unlimited local and toll-free calls and long distance access
- Unlimited Fitness Center access

Please check the appropriate box to indicate resort service fee charges to be posted to Master or Individual Room Account. Should you choose individual, this charge will automatically be posted to each individual’s room folio.

Please select payment method: Master Account Individual Account

2.5. Commission

The guestroom rates listed above are net non-commissionable. The Hotel is not responsible for the payment of commission(s) to any entity or individual unless specifically agreed to in this Agreement. Organizations will advise its designated agency or agencies of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

3. Reservation Method:

XX **ROOMING LIST:**

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Organization will forward its rooming list to the Hotel no less than 30 days prior to arrival, or Wednesday, February 22, 2023 .

3.1. Guaranteed Reservations

All reservations must be accompanied by a first night room deposit or guaranteed with a major credit card or by Organization. Hotel will not hold any reservation unless secured by one of the aforementioned methods. Individual room reservation cancellations will be accepted by the hotel from the Cut-off date until 7 days prior to arrival without penalty. Individual room reservation cancellations received 6 days or less prior to the arrival date will result in a charge of one night’s room and tax. Please inform your attendees to record and keep their individual cancellation number as “No-Show” reservations, as well as “Early Departures”, will be charged at 100% of the daily rate of the reservation for the entire reserved stay.

4. Reservations Cut-off Date

Reservations for attendees must be received on or before February 22, 2023 (“**Cut-off Date**”). At the Cut-off Date, Hotel will review the reservation pick-up for the Event and release the unreserved rooms for general sale. The Hotel will determine whether it can accept reservations from attendees after the Cut-off Date based upon room and rate availability basis.

The release of rooms for general sale following the Cut-off date shall not alter, release, or negate Organization's obligations regarding attrition and / or cancellation under this Agreement and any such released room shall be considered an "unused" room for such purposes.

Organization may request that rooms be held after the Cut-off Date by providing Hotel a written guarantee for such rooms by 6:00PM on the Cut-off Date for the length of stay designated in the schedule of Total Room Nights listed above.

5. Master Account

Hotel must be notified in writing at least twenty-one (21) days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees permitted under this Agreement will be billed to the Master Account.

6. Method of Payment for Master Account:

XX PAYMENT BY CREDIT CARD:

Payment of the Master Account may be made by a credit card subject to approval by the Hotel's Accounting Department. Please complete and submit the enclosed authorization forms, upon signing of this Agreement.

7. Method of Payment for Guestroom Charges: *Please select method from options below*

MASTER ACCOUNT CHARGES/INDIVIDUAL PAYS:

Attendees will pay their own room, resort fee, tax and incidental charges incurred by them at the Hotel. Organization will be responsible for all other charges incurred pursuant to this Agreement.

MASTER ACCOUNT CHARGES/ ROOM AND TAX ONLY:

Organization will be responsible for the room, resort fee, and tax charges incurred by its attendees. Individual attendees will be responsible for their incidental charges upon check-in at the Front Desk and will be requested to provide a credit card or cash deposit for incidental charges. Organization will be responsible for all other charges incurred pursuant to this Agreement.

MASTER ACCOUNT CHARGES/SIGN ALL CHARGES:

Organization will be responsible for room, resort fee, tax and incidental charges incurred by its attendees at the Hotel and for all other charges incurred pursuant to this Agreement.

8. Activity Reservations & Appointments

Appointments or Reservations for Golf Tee Times, Equani Spa, Stables or Activities booked through our Recreation Department, made by Organization or Individuals *that are not needed*, can be cancelled without damages if released at least **72 Hours prior to the arranged date of each Reservation time. If less than 72 hours' notice is provided to the Hotel, Organization or Individual agrees to pay Hotel the costs for each lost appointment, reservation or tee time.**

9. Function Information Agenda

Listed below is an agenda of your meeting, function space and planned meal functions as we understand it to be.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Fee
3/22/23 Wed	12:00 PM	5:00 PM	Meeting	Cedar Knob	U-Shape	15	\$100
3/22/23 Wed	6:00 PM	8:00 PM	Dinner	Unassigned	Existing	15	
3/23/23 Thu	7:00 AM	8:00 AM	Breakfast	Dining Room	Existing	15	
3/23/23 Thu	8:00 AM	5:00 PM	Meeting	Cedar Knob	U-Shape	15	\$100

3/23/23 Thu	12:00 PM	1:00 PM	Lunch	Dining Room	Existing	15	
3/23/23 Thu	6:00 PM	8:00 PM	Dinner	Unassigned	Existing	15	
3/24/23 Fri	7:00 AM	8:00 AM	Breakfast	Dining Room	Existing	15	
3/24/23 Fri	8:00 AM	1:00 PM	Meeting	Cedar Knob	U-Shape	15	\$100

Function rooms are assigned according to the number of persons expected to attend, and may be changed by the resort if attendance or other circumstances change. In such event, the resort will provide alternate suitable arrangements to meet the requirements of your group as outlined in the Agreement. Please do not publish meeting room names prior to written approval from your Convention Services Manager.

10. Food and Beverage Minimum Requirements

The Hotel is relying upon food and beverage functions outlined on the Function Agenda.

Organization agrees to be responsible for payment of the following minimum food, beverage, meeting room rental, audiovisual and setup charge revenue from catered functions (excluding service fees, gratuities and taxes): **\$ WAIVED .**

This is the minimum amount the Organization will be responsible to pay regardless of any drop in attendance or cancellation of functions. Average cost pricing is used to determine minimum revenue requirements. Client agrees minimum revenue requirement is not a final cost, but a minimum obligation to the Hotel. All food, beverage, audiovisual, room rental and setup charges are subject to prevailing gratuities / service fees and taxes.

11. Food and Beverage Policy

The private meals / breaks in the Function Agenda are considered a part of this agreement, and the corresponding cost incurred will be determined at the time Organization’s menu selections are made. A final guarantee of Organization’s private banquet attendance is required three (3) business days prior to the date of each function. If fewer persons are served than what is designated in the guarantee, Organization will be charged based on the number of persons designated in the guarantee. **A twenty-three (23%) percent service charge, and/or server gratuity, plus applicable taxes (currently 7%) will be applied to all private banquet and group meal functions, as well as, Audio-Visual rental equipment, resort planned activities, Spa and Stables activities.**

All food and beverage service within the Hotel must be provided by the Hotel and serviced by Hotel personnel. Food and beverage items may not be brought in from outside the Hotel.

Organization understands that, if alcoholic beverages are to be served on the Hotel premises (or elsewhere under the Hotel’s alcoholic beverage license), the Hotel’s alcoholic beverage license requires such beverages be dispensed only by its employees and bartenders. The Hotel’s alcoholic beverage license requires the Hotel to (a) request proper identification of any person of questionable age and refuse alcoholic beverage service of the person is either underage or proper identification cannot be produced, and (b) refuse alcoholic beverage service to any person who, in the Hotel’s sole judgment, appears intoxicated. The Hotel encourages the adoption by banquet groups of a designated driver program, whereby one or more persons accept the responsibility of not consuming alcoholic beverages and providing transportation of others in the party. The Hotel will be happy to assist anyone upon request in making alternative transportation arrangements and / or overnight accommodations during the course of Organization’s function.

12. Rooms Attrition

Organization understands that the Hotel is relying upon Organization’s use of the Total Room Nights of 30. Organization acknowledges and agrees that a loss will be incurred by Hotel in the event there is a reduction in Total Room Nights greater than ten (10%) percent of the total room night’s actually used.

If the room nights actually used by the Organization is less than ninety (90%) percent of the Total Room Nights, Organization agrees to pay the Hotel as liquidated damages and not as a penalty the difference between ninety (90%) percent of the Total Room Nights and Organization's actual usage of rooms, multiplied by the average group room rate.

13. Total Event Cancellation

Organization agrees to provide Hotel with written notice of any decision to cancel or otherwise abandon its use of the Total Room Nights (a "Cancellation") within five (5) days of such decision. If Organization cancels the Event or moves the Event to another city or facility, such decision shall constitute a breach of its obligation to the Hotel and the Hotel will be harmed. If a Cancellation occurs, the parties agree that: (i) it would be difficult to determine the actual harm suffered by the Hotel; (ii) due to the short period of time between the execution of this Agreement and the Event dates, and / or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms or function space on a "last-sale" basis in the event of a Cancellation; and (iii) the amount set forth below reasonably estimates Hotel's harm for a Cancellation.

Organization therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty as set forth below:

Date of Cancellation Notice is Received By Lodge	Amount of Liquidated Damages
Date of Agreement to: 180 days prior to arrival	25% room revenue
From: 179-120 days prior to arrival	50% room revenue
From: 119-0 days prior to arrival	75% room revenue

Provided that Organization timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Organization relating to the Cancellation.

14. Impossibility

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either the Hotel or Organization to the other within ten (10) days of learning of the basis for termination. Neither a change of ownership or management of the Hotel, nor a change in management of Organization shall relieve either party of the responsibilities and obligations of this Agreement.

15. Force Majeure

The Group and Hotel acknowledge that at the time of signing this agreement (or amendment), outbreak of COVID-19 - Coronavirus disease existed in the US and various parts of the world. In the event that the Governor of the State of Georgia orders a mandate prohibiting groups or travel due to a Pandemic/Epidemic the Impossibility Clause will apply. No other agency's recommendations or orders supersedes the State of Georgia orders.

16. Compliance with Law

This Agreement is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and Organization agree to cooperate with each other to ensure compliance with such laws.

17. Changes, Additions and Other Modifications

Any changes, additions, addendum, stipulations or deletions including corrective lining out by either Hotel or Organization will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

18. Acceptance

Prior to execution by both parties, this Agreement represents an offer by the Hotel. Unless the Hotel otherwise notifies Organization at any time prior to Hotel's receipt of the Agreement executed by Organization, the outlined format and dates will be held by Hotel on a first option basis until January 30, 2023 . Upon receipt by Hotel of this Agreement signed by Organization, this Agreement will be placed on a definite basis and will be binding upon Hotel and Organization.

If a signed Agreement is not received by Hotel from Organization by January 30, 2023, at Hotel's option, the arrangements described herein shall be null and void and neither party will have any obligations under the Agreement. In any event, this Agreement shall not be binding on the parties until signed by both parties, including any changes, additions, or deletions.

Hotel and Organization have agreed to and have executed this Agreement by their authorized representatives as of the Effective Date.

Signature
Albert Thurman
Mayor
City of Powder Springs

Signature
Jessica Guild
Conference Services Manager
Brasstown Valley Resort

Date

Date

Signature
Charles Burton
General Manager
Brasstown Valley Resort

Date