

**DOUBLE DIAMOND RESORTS
GROUP SALES CONTRACT**

**THE CLIFFS
CONFERENCE CENTER**
160 Cliffs Drive
Graford TX 76449
1.940.779.4500
Fax: 1.940.779.4560
bperkins@thec cliffsresort.com

CORPORATE MEETING PACKAGE: YES ☒ NO

Date: December 15, 2021

Resort Contact: Brittnee Perkins

GROUP INFORMATION

Account Name: Texas A&M Forest Service
Post As: Texas A&M Forest Service
Contact Name: Chelsea Fikes: 979-458-7350
On Site Contact: Jared Karns (936) 202-0688
E-Mail Address: cfikes@tfs.tamu.edu
Address: 200 Technology Way
College Station, Texas 77845

GUEST ROOM REQUIREMENTS

ROOM TYPE	01/24/2022 Monday	01/25/2022 Tuesday	01/26/2022 Wednesday	01/27/2022 Thursday
Single Occupancy Rooms	10	20	20	20
Double Occupancy Rooms	0	0	30	30
Total Rooms	10	20	50	50

RATE INFORMATION

TEXAS A&M FOREST SERVICE STAFF RIDE

METHOD OF RESERVATION: ☒ Rooming List
☒ Individual Reservation

**ROOMING LIST MUST BE RECEIVED NO LATER THAN
01/07/22. THE RESORT WILL CONTINUE TO ACCEPT
RESERVATIONS AFTER THIS DATE ON A SPACE AND RATE
AVAILABLE BASIS ONLY.**

1. Rates do not include applicable taxes and incidental charges.
2. Check-In time for all guests is 4:00pm. Check-Out time is 11:00am.
3. We reserve the right to make reasonable substitutions to assigned guestrooms.
4. Rates quoted in this Agreement are offered on the arrangements outlined. Should these arrangements change, the Resort reserves the right to revise the quoted rates.

5. After the cut-off date, we will make any necessary adjustments in the number of rooms reserved for each night for your group. After the cut-off date, all unreserved rooms remaining in your block revert back to the Resort for general sale, and additional rooms for your group may be reserved on a space and rate availability basis only.

DEPOSIT AND BILLING INFORMATION

Thank you for your selection of a Double Diamond Resort for your organization's event, 01/24-28/2022. This Agreement will serve as our confirmation to host this function with a projected value of \$20,008.80.

Master Account: ALL CHARGES TO MASTER BILL INCLUDING INCIDENTALS.
IF DEBIT CARD IS GIVEN AT CHECK-IN THERE WILL BE A TEMPORARY HOLD
PUT ON THE CHECKING OR SAVINGS ACCOUNT ATTACHED TO THE CARD IN
THE AMOUNT OF THE ROOM + INCIDENTALS.

Method of Payment: REMAINING CONTRACTED BALANCE DUE UPON DEPARTURE; ANY
ADDITIONAL CHARGES OR INCIDENTALS DUE TO GROUP MAY BE
BILLED BY INVOICE.

A 50% non-refundable deposit of your group's projected total in the amount of \$10,004.40 must be received along with your signed Agreement on or before 12/28/21 in order to secure the arrangements outlined herein

TEXAS A&M FOREST SERVICE

01/27-31/2020

01/24-27/2022

20 Single Occupancy Rooms @ \$96.00/night = \$6,720 (for all 4 nights)

Plus 4% County Tax = \$268.80

Total Rooms = \$6,988.80

MUST HAVE STATE ID AT CHECK-IN TO RECEIVE STATE RATE.

01/25-27/2022

Conference Center @ \$500.00 x 3 nights = \$1500.00

01/26/2022

Dinner Buffet Meal in Conference Center

80 Guests @ \$45 each = \$3,600

Plus 20% Service Charge = \$720

Meal Total = \$ 4,320

01/27/2022

Breakfast Buffet Meal in Conference Center

80 Guests @ \$18 = \$1,440

Plus 20% Service Charge = \$288

Meal Total = \$1,728

01/27/2022

Sack Lunches

80 Guests @ \$12 each = \$960

Plus 20% Service Charge = \$192

Meal Total = \$ 1,152

01/27/2022
Dinner Buffet Meal in Conference Center
80 Guests @ \$45 each = \$3,600
Plus 20% Service Charge = \$720

Meal Total = \$ 4,320

Total = \$13,020

ALL OTHER GUESTS IN GROUP ARE INDIVIDUAL PAY

TOTAL ESTIMATED COST OF EVENT = \$20,008.80
(price does not include changes or incidentals)

The booking party agrees to pay all charges incurred by group members, including any and all charges which may be delayed until after the departure of the group. Unless prior credit approval is received in advance of arrival, all remaining charges, including outstanding charges on your group folio, incidental charges and any additional charges are due and payable and must be paid in full prior to departure. All payments must be in the form of company check or major credit card. Personal checks will not be accepted.

CANCELLATION FEE

1. Should a reduction of rooms or cancellation occur in part or in full after the signed Agreement and deposit have been received, the Resort is entitled to retain the non-refundable deposit. Should a cancellation or reduction of rooms occur within thirty (30) days of the scheduled event, the booking party will be responsible for payment of 50% of all lost revenue. Should a cancellation or reduction of rooms occur within fifteen (15) days of the scheduled event, the booking party will be responsible for 100% of all lost revenue. Lost revenue is defined as the difference in the revenue anticipated to be received under this Agreement absent cancellation or reduction in rooms or services and the revenue actually received.
2. Subject to space availability, the booking party may be permitted to re-book the same event at the same cost and receive a credit for the deposit and cancellation fee, provided the rebooking occurs (i) within ninety (90) days of the original scheduled time and (ii) before the end of the current calendar year.

BANQUET AND MEETING REQUIREMENTS

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
01/25/22	5PM	TBD	MEETING	CONF. CENTER	TBD	20	\$500.00/NIGHT
01/26/22	5PM	10PM	DINNER	CONF CENTER	TBD	80	\$500.00/NIGHT \$45++ PP
01/27/22	6AM	7:30AM	BREAKFAST	CHAP GRILLE	EXST	80	\$18++ PP
01/27/22	6AM	7:30AM	LUNCH	SACK LUNCH	EXST	80	\$12++PP
01/27/22	5PM	10PM	BAR/DINNER	CONF CENTER	TBD	80	\$500.00/NIGHT \$45++ PP

1. No outside catering is permitted on Resort property. The Resort holds liquor license(s) granted by the state in which the Resort is located and is held responsible for complying with their respective regulations. To ensure compliance with all liquor regulations, no alcoholic beverages may be brought into the Resort function areas. The Resort reserves the right to require food and service in proportions deemed adequate by the Resort at any event where alcohol is served. Additionally, the Resort reserves the right to refuse alcoholic beverage service to any patron or guest during an event. RR (Initial Here)
2. Time is of the essence in the performance of this Agreement. The strict adherence of all times is required to accommodate your needs as well as the needs of other guests. Should your schedule change, please contact the Group Sales Department as soon as possible, every effort to accommodate your change will be made.

3. **Final menu selections must be received by 01/03/22.** The Catering Event Order(s) will be sent for approval after the selections have been received and menu prices will be confirmed in advance of the scheduled event. All food and beverage charges are subject to a 20% Resort administrative fee and the current state sales tax. Final attendance for all food and beverage functions must be confirmed with the Catering Department seven (7) business days prior to the scheduled time of the function. If you fail to provide a final attendance number within the designated time, the Resort will charge the greater of (i) the expected number of persons originally contracted for or (ii) the number actually served. Changes to the final attendance made within the seven days of the scheduled event will not result in a reduction of the contracted price. The Resort reserves the right to change room types and meeting room assignments based on the size of the group and needs of the Resort, without prior notification.
4. The number of catered functions and the attendance figures for said functions are a material part of this Agreement. The Resort requires seven (7) business days notice in advance of the primary arrival date of the event, for cancellation of a scheduled beverage or food function, or modification of the guaranteed attendance. The charge for cancellation or modification during this seven business day period is 50% of the estimated revenue lost as a result of such cancellation or modification for which your group will be responsible.

GOLF REQUIREMENTS

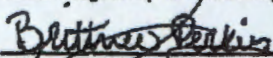
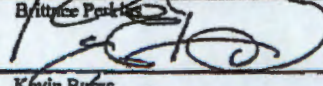
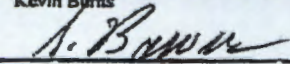
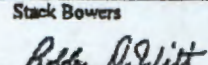
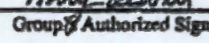
1. All golfers and any person(s) in their party must wear appropriate golfing (or similar) attire at all times. Collared shirts are considered appropriate attire, denim shorts, jeans, t-shirts and tank tops are not. All golfers must wear soft spikes. No individual alcohol or coolers will be allowed onto the golf course. These rules will be strictly enforced; your compliance will be greatly appreciated.
2. To reserve tee times, the number of players must be provided seven (7) business days prior to the event. Once the players list has been provided, the booking party is responsible for payment in full of all charges for that number of players. There will be no charge for cancellations made prior to the seven-business day deadline.
3. For your golfing convenience, any special instructions must be submitted to the Group Sales Department no later than five (5) business days prior to your event.

GENERAL PROVISIONS

1. The booking party assumes responsibility for any damages to property and injuries to persons arising from the booked events and the actions of its members, guests, exhibitors and invitees. In its sole discretion, the Resort may require proof of insurance coverage in type and amounts acceptable to the Resort. If any property damage results, directly or indirectly, from the booked events and the actions of its members, guests, exhibitors and invitees, the booking party will be solely responsible therefore, in addition to any consequential damages.
2. Guests are not permitted to affix anything to the walls, floors or ceilings of rooms with nails, staples, tape or other substance without the prior approval of the Resort. Guests are not permitted to bring food or beverages into Resort function rooms, not is food prepared for banquet consumption allowed to be taken from the premises.
3. The Rules and Regulations of the Resort are incorporated herein by reference. All guests are expected to abide by these Rules and Regulations. The Resort reserves the right to cancel or stop functions at which the Resort reasonably believes violations of the Resort Rules and Regulations or unlawful and/or improper activities occur.
4. The booking party is responsible for all arrangements and expenses for shipping materials, merchandise, exhibits or any other items to and from the Resort. Reasonable advance notice of shipping arrangements must be provided to the Resort to ensure proper acceptance of these items upon arrival at the Resort. Minimum notice will include the name of the group, date of event and contact information for the meeting planner. All shipments must be prepaid.
5. The Resort does not assume responsibility for theft, damage or loss of merchandise or articles brought to the Resort for exhibition. Prior arrangements may be made for security of exhibit merchandise or display materials by contacting the Catering Department. Safe deposit boxes are available at the hotel front desk.
6. To the extent allowed by the laws of the State of Texas, the booking party indemnifies and holds harmless the Resort, its agents and employees (and any related or affiliated entity) for any and all accidents, injuries or losses caused by, or arising out of the actions of its members, guests, exhibitors and invitees, including but not limited to any and all liability resulting from alcohol consumption by any of such parties.

7. The Resort shall not be liable for failure to perform this Agreement when such failure is caused by fire, strike, act of God, force majeure or any other circumstance or condition that is beyond the reasonable control of the Resort, its owners and operators.
8. The Resort and Booking Party agree the Booking Party is the sole intended beneficiary of this Agreement and that Booking Party's sole and exclusive damages remedy is the return of any deposit or other money held by the Resort for the benefit of the Booking Party.
9. Double Diamond, Inc. is registered in the Department of Defense Central Contractor Registration database. Our registration number is DUNS#073039575.
10. All guests attending as part of booking party's event must complete a guest registration card upon check-in at the Resort.
11. To guarantee prices quoted, the availability of sleeping rooms requested and/or function space, this Agreement must be signed and returned with the non-refundable deposit no later than 12/28/21 or the rooms and events may be cancelled. Upon receipt, this Agreement shall constitute a full and complete binding contract regarding the matters set forth herein.

By execution of this Agreement, the parties, Cliffs Club Corp. on behalf of the Resort and the Booking Party, acknowledge acceptance of this Agreement and the terms and conditions contained herein.

	Event Coordinator	12/20/21
Brittnie Perkins		Date
	General Manager	12/22/21
Kevin Burns		Date
	Vice President of Hospitality	1/3/22
A. Bowers		Date
	Associate Director for Finance And Administration	12/20/21
Rick Bowers		Date
	Title	
Group Authorized Signature		

Credit Card # _____ Expiration Date _____
(Please provide information if deposit is to be paid by credit card)