



200 N. Fredonia St. Nacogdoches, TX 75961 | 936-564-1234

**Group Sales Agreement**

**December 6<sup>th</sup>-9<sup>th</sup>, 2022**

**Event Name: Natural Professional Resources Conference**

**Group Name: Texas A&M Forest Services**

**Contact Name: Shane Harrington, Melissa Yeldell**

**Address: 200 Technology Way #1281, College Station, Texas 77845**

**Telephone: (979) 458-6650**

**Email: sharrington@tfs.tamu.edu melissa.yeldell@tfs.tamu.edu**

**Type of Event: Conference**

**List any Partners, Owners, and Officers, that are legally entitled to contractually bind the organization: Robbie Dewitt, Al Davis**

**Hotel Contact: Morgan Rogers**

**CHECK IN DATE: December 6<sup>th</sup>**

**CHECK OUT DATE: December 9<sup>th</sup>**

**This document serves as a binding contract between Texas A&M Forest Services, hereafter known as "The Client", and The Fredonia Hotel & Convention Center.**

**GUEST ROOM ACCOMODATIONS**

On a first option basis, until **November 15<sup>th</sup>, 2022**, The Fredonia Hotel and Convention Center has set aside the room block as specified below. This block is not considered definite until a copy has been signed by both the client and countersigned by the hotel representative. Rates will be honored three (3) days prior and three (3) days after the contracted dates based on availability.

Day	Tuesday	Wednesday	Thursday	Friday
Date	12.6	12.7	12.8	12.9
Number of Rooms	50	50	50	Check out

#### **GUEST ROOM RATES:**

The Fredonia Hotel is pleased to offer the following rates to your group. Bed types are provided on a request basis and are not guaranteed. Upgraded room types are available upon request but may be at an additional rate. **State Government Rate of \$96.**

Room Types	Single / Double Occupancy Rate
Tower Cozy King	\$96
Tower Double Queen	\$96
Terrace King	\$96
Terrace Double Queen	\$96

#### **GUEST ROOM RESERVATION PROCEDURES AND RELEASE DATES:**

It is our understanding that you wish for The Fredonia Hotel to accept reservations directly from your attendees. Therefore, please advise your attendees to call reservations at (936) 564-1234 and ask for the Texas A&M Forest Services room block. Reservations must be confirmed by the release date of November 15<sup>th</sup>, 2022.

#### **GUEST ROOM PAYMENT POLICY:**

It is our understanding Texas A&M Forest Services will be responsible for the groups room & tax charges.

Individuals are responsible for incidentals and will provide a valid card upon check in.

The Fredonia Hotel requires a valid credit/debit card with a current expiration date to confirm each reservation.

The guestroom rates are subject to any state, city, county, federal and occupancy taxes that may apply at the time of room occupancy. The current tax rate is 13%.

#### **GUEST ROOM CANCELLATION:**

Individual room cancellations can be made up to twenty-four (24) hours prior to the arrival date of the reservation within the group. Any reservations cancelled after this time, will be charged the amount of one (1) night's room and tax.

#### **GUEST ROOM CHECK IN/CHECK OUT:**

Check in is 3:00 PM. Individuals may check in earlier depending on the occupancy levels and availability of "ready" rooms. Check out time is 11:00 AM. Check out times later than 12:00 PM may be subject to a ½ day's rate.



**PET POLICY:**

The Fredonia Hotel has pet friendly rooms available upon request. A \$45.00 fee per stay is required along with a \$100.00 refundable pet deposit.

**SMOKING POLICY:**

The Fredonia Hotel is a 100% non-smoking facility. If evidence of smoke of any kind is found in the guest room, a deep cleaning fee of \$250.00 will be charged. Smoking is regulated by the City of Nacogdoches smoking ordinance number 1489-4-08, Sec 46-104. The ordinance states "Smoking shall be prohibited in all enclosed public places and within 20 feet of any public entrance to a business or facility within the city." E-Cigs and vapors are also not allowed inside the hotel, convention center, restaurants, Nine Flags, or the Pool Areas.

**FUNCTION SPACE ACCOMODATIONS****MEETING SPACE/SCHEDULE OF EVENTS:**

This agreement applies to the following events and function space:

Date	Function Description	Time	Function Space	Set Up	Room Cost	# PPL
12.7.22 (Wednesday)	Breakfast	6:30am-7:45am	Convention B	Rounds & Buffet	\$2,000	100
12.7.22	Session	8am-5pm	Convention A	Classroom	\$2,000	100
12.7.22	Break	10am-10:30am	Convention B	Rounds & Buffet	-	100
12.7.22	Lunch	11:45am-1:00pm	Convention B	Rounds & Buffet	-	100
12.7.22	Break	3pm-3:30pm	Convention B	Rounds & Buffet	-	100
12.8.22 (Thursday)	Breakfast	6:30am-7:45am	Banita Ballroom	Rounds & Buffet	\$500	100
12.9.22 (Friday)	Breakfast	6:30am-7:45am	Banita Ballroom	Rounds & Buffet	\$500	100
12.9.22	Session	8am-10:30am	Convention A	Classroom	-	100



## ADDITIONAL FUNCTION SPACE COSTS & INFORMATION:

\*Final headcount, layout and menu choices to be given no later than 14 days prior to event\*

State Government Employee's. Will need to collect a group Sales Tax form.

Checking in on Tuesday. All day Sessions & Meals on Wednesday. Breakfast on Thursday, gone all day for field trip. Breakfast on Friday, session over at 10:30am. Checking out on Friday.

Agendas will be given to Front Desk to be handed out to each guest.

ALL Rooms, Banquet Food & Event Spaces being charged to the Master AR Account to be paid by Texas A&M Forest Services.

## DEPOSIT POLICY:

The Fredonia Hotel request a **\$2,500** non-refundable deposit due by **June 22, 2022**, to hold your space on a definite basis. The deposit will be credited to your master account and goes towards the total event space fee. Deposits may be paid with a credit card, cash, or checks. Please make checks payable to The Fredonia Hotel.

## PAYMENT POLICY:

Any outstanding balance of the master account will be due and payable by group upon receipt of an invoice from hotel. If payment is not received within thirty days, a finance charge equal to the lesser of one and one-half percent per month and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by group or acceptance by hotel of an amount less than any amount due by group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to hotel under this agreement or in law or in equity. Disputed charges must be raised within 10 days of receipt of the invoices, or the invoice stands as is.

## TAX EXEMPT POLICY:

Organization must be registered with a State approved non-profit (501(c)(3)) or similar qualifying non-profit entity and provide a tax - exempt form to the hotel at the signing of the contract. This also applies to any government agencies using the facility.

## CANCELLATION:

In the event that **The Client** cancels the event space or hotel room space after signing of the contract the group will be in breach of contract and will pay the hotel according to the following:

Less than 120 days prior to arrival date: Amount equal to 10% of the total anticipated revenue.

Less than 90 days prior to arrival date: Amount equal to 25% of the total anticipated revenue.



Less than 60 days prior to arrival date: Amount equal to 50% of the total anticipated revenue.

Less than 30 days prior to arrival date: Amount equal to 100% of the total anticipated revenue.

\*Total anticipated revenue is defined as: F&B minimum, plus tax and gratuity, any and all rental fees and guest rooms if applicable. \*

#### **FOOD & BEVERAGE MINIMUM:**

Based on the meeting space assigned and the estimated number of guests set forth, a minimum of **\$5,000** in food and beverage revenue from group-sponsored functions at the Fredonia Hotel and Convention Center is required in connection with **The Client**. This minimum does not include room service, individual guest rooms, restaurant and bar usage, service charges, taxes, labor charges, audio visual, meeting room rental, or any other miscellaneous charges incurred.

The number of catered functions and the attendance figures for such functions have been taken into consideration in establishing and providing **The Client** competitive room rates for your event. Therefore, in the event the minimum set forth above is not reached, **The Client** shall pay The Fredonia Hotel and Convention Center the difference between the amount spent and the minimum set forth above. This amount shall be added to and payable as part of **The Client's** master account.

Final menu selections should be made thirty (30) days prior to The Client's event date(s). Final food and beverage guarantees are due fourteen (14) days prior to the first day of the event. Food and beverage additions may be made up to fourteen (14) business days before the start of the event if they do not exceed 5% of the guaranteed number of attendees. Menu items selected will affect the final cost of food and beverages.

All food & beverage and room rentals are subject to a 20% service charge and 8.25% state sales tax. All food and beverages must be purchased exclusively from The Fredonia Hotel and Convention Center and consumed in the designated function areas. The Fredonia Hotel and Convention Center is the only licensed authority to serve and sell alcoholic beverages on the property. The Fredonia Hotel and Convention Center prohibits the removal of food and beverage from the premises by the client or client's guests.

Events that have alcohol must follow "**Appendix A – Alcohol Policy**" of the Event Contract. Any violations of "**Appendix A**" can result in all paid rent and deposit monies forfeited. "**Appendix A**" must be signed at the time of signing the event contract.

#### **CERTIFICATE OF INSURANCE:**

Depending on the nature of the event, the Convention Center or Hotel Management may require the event to be insured. The Event Holder may be required to procure and maintain, at its own expense, insurance with the following policy of insurance: Commercial General Liability Insurance/General Liability Insurance.

#### **TIME OF EVENTS – OPERATING HOURS**

The Fredonia Hotel and Convention Center reserves the right to regulate the time, place, and manner of proposed activities in its facilities after considering all applicable factors and interests. The terms "set up" or "tear down" shall include the use of the facilities for moving in



and out in preparation of the facilities for performance of an Event. The set up and tear down time is one (1) hour prior to and one (1) hour after scheduled event. In accordance with TABC laws, Alcohol cannot be sold or consumed at an event after 12:00 am (midnight) Sunday - Friday and after One (1:00) am on Saturday. Additional set up/ tear down time is dependent upon availability & may be subject to additional fees.

#### **FLOOR/AREA PLANS:**

Facilities Management will work with each Event Holder on specific needs and requirements to be completed at least 14 days in advance of event to ensure compliance with fire safety standards and facility requirements. The floor plan should include decorations, dimensions of all aisles, booths, table, and chair locations, parking areas, loading, and unloading areas, A/V requirements, dish needs, and arrival and departure times in order to schedule employees for work detail. Event security will be discussed at this meeting as well.

**EVENT SECURITY:** No Security Required.

#### **FIRE AND SAFETY:**

The hotel warrants that the facilities and rooms comply with all federal, state, and local laws, status, and regulations pertaining to fire safety. The Fredonia Hotel prohibits the use of any open flame in guest rooms or meeting function rooms without fire marshal approval and fire marshal personnel. Additionally, any equipment that uses or is powered by gasoline or propane is prohibited and will not be allowed in the building without prior approval.

#### **INTERNET / AUDIO VISUAL:**

The Fredonia Hotel and Convention Center offers complimentary wireless internet access throughout the property. Some services are considered premium and may incur additional fees for item(s) or service(s). **The Client** must provide a 14-day notice for premium items or services to the Sales, Catering, or Banquet Manager(s) for verification of services needed. Audio/Visual Services are available at additional costs through The Fredonia Hotel and Convention Center. All audio/visual charges will be added to **The Client's** master account.

#### **VOLUME LEVEL:**

To ensure the satisfaction of The Fredonia Hotel and Convention Center guests (both attending functions and overnight guests), it is necessary for **The Client** to advise the Sales, Catering, or Banquet Manager(s) of any program or entertainment which could cause disturbances to any other guests. The Fredonia Hotel and Convention Center reserves the right to have full control of volume levels of **The Client's** group in the event that the noise affects other hotel guests or groups. The Fredonia Hotel and Convention Center reserves the right to discontinue any function where **The Client's** host is unable or refuses to eliminate the disturbance.

#### **SIGNS, BANNERS & DECORATIONS**

Signs, Banners & Decorations are allowed in the rented spaces only. They must follow "**Appendix B – Signs, Banners & Decoration Policy**" of the Event Contract. Any violations of "**Appendix B**" can result in all paid rent and deposit monies forfeited. "**Appendix B**" must be signed at the time of the signing the event contract.



**ANIMALS:**

Service Animals are allowed on the Hotel and Convention Center premises. All other animals must be approved by the Fredonia Hotel Management.

**OPEN CARRYING OF FIREARMS:**

The carrying of firearms is pursuant to current Texas Statute.

**FORCE MAJEURE:**

This agreement is subject to acts of God, government authority, disaster, strikes, civil disorders, COVID, or other emergencies, any of which make it impossible to or illegal to provide the facilities and/or services for your group/event. The hotel shall have no liability for power disruptions of any kind.

**DAMAGES & DISCLAIMERS:**

The organization or individual reserving the space assumes all responsibility for damage to The Fredonia Hotel and Convention Center and for leaving the premises in the same condition in which it was found. Damage to the facility or equipment will be billed directly to the organization or individual responsible for the room as indicated by the agreement signature. Any damage is to be reported immediately to a Fredonia Hotel staff member. If there is any damage, breakage, theft, breach of communicated time limit or excessive clean up, the amount to cover such occurrence will be billed to group master account.

The Fredonia Hotel and Convention Center is not responsible for damage to, or theft of equipment used or left, including damage to software by computer viruses. The Fredonia Hotel and Convention Center will notify the organizer of any equipment left behind and will allow 15 days for its retrieval. At that time, the items will be disposed of at the discretion of the Fredonia Hotel.

# INDEMNIFICATION:

Each party to this agreement shall indemnify, defend, and hold harmless the other party, its officers, directors, agents, and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees arising out of or caused by indemnifying party's negligence or willful misconduct in connection with the provision and use of the hotel as contemplated by this judgment.

# APPROVAL:

Shane Harrington, we look forward to working with your group.

As an authorized representative of the **Texas A&M Forest Services**, your signature, or partners signature, on the original agreement shall confirm your agreement with our arrangements.

Kindly return the signed copy to my attention by June 22<sup>nd</sup>, 2022. If confirmation has not been received by this date, The Fredonia Hotel shall release these dates for general sale.

Any changes must be made solely by The Fredonia Hotel agreed upon and initialed by both parties. This contract supersedes all previous contracts and is deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. The Fredonia Hotel and Convention Center reserves the right to decline services at any time without subject to prior notification.

Morgan Rogers

5/11/22

Authorized Signature for The Fredonia Hotel and Convention Center

Date

Robby Delmitt

07/06/22

Authorized Agent for Organization

Date