

# VALLEY RIVER INN

## GROUP CONTRACT

DATE: May 23, 2013

GROUP NAME: **Society for Creative Anachronism, Inc.**

CONTACT:

ADDRESS:

E-MAIL:

PHONE:

Pursuant to this contract, once accepted, Society for Creative Anachronism, Inc. will hold a meeting at the Valley River Inn ("Hotel").

### MEETING DATES AND GUEST ROOM BLOCK:

Once this contract is accepted, we will remove from our inventory and consider sold to you for your use room nights pursuant to the following arrival and departure pattern:

| Room Type           | Friday<br>1/12/07 | Saturday<br>1/13/07 |
|---------------------|-------------------|---------------------|
| Deluxe              | 125               | 125                 |
| Riverview           | 30                | 30                  |
| Concierge           | 25                | 25                  |
| Riverview Concierge | 15                | 15                  |
| Grand Suite         | 4                 | 4                   |
| Len Casanova Suite  | 1                 | 1                   |
| Total Rooms         | 200               | 200                 |

Total Room Nights: 400

### GUEST ROOM RATES:

Rates for your meeting are confirmed as follows:

| Room Type           | Single<br>Rate | Double<br>Rate | Triple<br>Rate | Quad<br>Rate |
|---------------------|----------------|----------------|----------------|--------------|
| Deluxe              | 89             | 99             | 109            | 119          |
| Concierge           | 99             | 119            | 139            | 159          |
| Riverview           | 99             | 109            | 119            | 129          |
| Riverview Concierge | 119            | 139            | 159            | 179          |
| Petite Suite        | 175            | 175            | 175            | 175          |
| Grand Suite         | 200            | 200            | 200            | 200          |
| Len Casanova Suite  | 275            | 275            | 275            | 275          |

Room rates quoted above are non-commissionable, net rates, subject to tax, which is currently 10.5%.

Your group rates will be honored for your attendees three (3) days before group arrival and three (3) days after group departure based on availability.

### COMPLIMENTARY ACCOMMODATIONS

The hotel will provide one (1) complimentary room night, at the lowest group room rate, on a cumulative basis, for each 50 room nights actually occupied by attendees of Society for Creative Anachronism, Inc. and paid for at the full contract rate. The hotel shall credit Society for Creative Anachronism, Inc.'s Master Account for the total number of complimentary accommodations accrued by Society for Creative Anachronism, Inc. at the conclusion of your meeting.

## **ROOM RESERVATION PROCEDURES**

From the moment this contract is accepted, we will be holding your contracted guest room block for the use of your attendees. The hotel has no obligation to provide room nights beyond those contained in the room block.

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number: **800-543-8266**. It is important that each of your guests contact the hotel at least 30 days prior to your arrival date and identify themselves as part of your group, and provide us with guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites), check-in and check-out dates, preference for smoking or non-smoking room and VIP status. Any requests for special room arrangements must be made at the time of this call. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations to the individual in writing.

Thirty days prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the hotel's general inventory. Reservation requests from your attendees received less than thirty days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

## **CHECK-IN / CHECK-OUT**

Guest accommodations will be available at 4:00 pm on arrival day and reserved until 11:00 am on departure day. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

## **GUEST ROOM CHARGES**

It is our understanding that your guests will pay their own account upon departure. When individual reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation or a valid credit card to guarantee the reservation for payment. An individual's deposit is refundable to that individual if the Hotel receives notice of an individual's cancellation at least 7 days prior to scheduled arrival, though this shall have no bearing upon the group's total liability pursuant to either the attrition or cancellation clauses herein. Upon check-in, each guest will be required to present a valid credit card upon check-in, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges and hotel fees for the length of the guest's stay, plus the anticipated use of the hotel's ancillary services, and we require each guest's home/business address and e-mail address. Should any guest not settle his or her account in full upon departure, the group will be responsible for those charges.

## **FOOD & BEVERAGE / MEETING REQUIREMENTS**

### **Meeting Space Rental Charge**

Based on the sleeping room and food and beverage usage as indicated in this contract and other anticipated revenues the hotel will realize from this event, the function space for your program (excluding exhibit charges) beginning Friday evening and concluding Sunday afternoon, January 12-14, 2007 will be as follows:

| <u>Actualized Guestrooms*</u>            | <u>Room Rental</u> |
|------------------------------------------|--------------------|
| 99 or fewer rooms per night for 2 nights | \$15,000           |
| 100 – 124 per night for 2 nights         | \$ 9,000           |
| 125 – 149 per night for 2 nights         | \$ 5,000           |
| 150 – 174 per night for 2 nights         | \$ 3,000           |
| 175 – 200 rooms per night for 2 nights   | Complimentary      |

\*Using the scale above, room rental will be determined by the lowest actualized guestroom night of your two night contracted room block. *For example*, if you have 155 actualized guestrooms on the first night and 190 actualized guestrooms on the second night, your room rental will be based on the lower number of 155 rooms, indicating a meeting room rental fee of \$3,000.

The hotel reserves the right to adjust function space at the reservations due date based on attendance at levels lower than contracted. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval.

**SCHEDULE OF EVENTS:**

| DATE                         | START TIME | END TIME | FUNCTION                                | # PPL | ROOM RENTAL                    |
|------------------------------|------------|----------|-----------------------------------------|-------|--------------------------------|
| <b>Friday</b><br>1/12/2007   | 6:00 PM    | 8:00 PM  | SETUP                                   |       |                                |
| 1/12/2007                    | 6:00 PM    | 12:00 AM | MERCHANTS<br>SETUP                      |       |                                |
| 1/12/2007                    | 8:00 PM    | 12:00 AM | RECEPTION<br>BALL OR COURT              | 600   |                                |
| <b>Saturday</b><br>1/13/2007 | 9:00 AM    | 9:00 PM  | MERCHANTS<br>VENDOR SHOW                | # TBA | \$35.00 PER<br>VENDOR<br>TABLE |
| 1/13/2007                    | 9:00 AM    | 1:00 PM  | GENERAL<br>MEETING                      | 600   |                                |
| 1/13/2007                    | 9:00 AM    | 1:00 PM  | BREAKOUT<br>MEETINGS                    | 20    |                                |
| 1/13/2007                    | 9:00 AM    | 3:00 PM  | BREAKOUT<br>MEETINGS                    | 50    |                                |
| 1/13/2007                    | 9:00 AM    | 6:00 PM  | BREAKOUT<br>MEETINGS                    | 40    |                                |
| 1/13/2007                    | 9:00 AM    | 6:00 PM  | BREAKOUT<br>MEETINGS                    | 20    |                                |
| 1/13/2007                    | 9:00 AM    | 9:00 PM  | A&S DISPLAYS                            | 150   |                                |
| 1/13/2007                    | 11:00 AM   | 7:00 PM  | COSTUMERS<br>GUILD MEETING<br>& CONTEST | 200   |                                |
| 1/13/2007                    | 1:00 PM    | 5:00 PM  | FINAL COURT                             | 600   |                                |
| 1/13/2007                    | 6:00 PM    | 10:00 PM | CORONATION<br>COURT                     | 600   |                                |
| 1/13/2007                    | 9:00 PM    | 1:00 AM  | 24-HOUR HOLD                            |       |                                |
| <b>Sunday</b><br>1/14/2007   | 8:00 AM    | 9:00 AM  | EARLY ACCESS<br>TO ROOMS                |       |                                |
| 1/14/2007                    | 8:00 AM    | 1:00 PM  | RAIPER<br>CHAMPION<br>TOURNEY           | 600   |                                |
| 1/14/2007                    | 9:00 AM    | 10:00 AM | BREAKOUT<br>MEETING                     | 20    |                                |
| 1/14/2007                    | 9:00 AM    | 11:00 AM | NOBLE ESTATE<br>BREAKOUT                | 40    |                                |
| 1/14/2007                    | 9:00 AM    | 12:00 PM | CURIA MEETING                           | 50    |                                |
| 1/14/2007                    | 9:00 AM    | 12:00 PM | SCRIBAL<br>WORKROOM                     | 20    |                                |
| 1/14/2007                    | 9:00 AM    | 3:00 PM  | A&S DISPLAYS                            | 150   |                                |
| 1/14/2007                    | 9:00 AM    | 3:00 PM  | BREAKOUT<br>MEETING                     | 200   |                                |
| 1/14/2007                    | 9:00 AM    | 3:00 PM  | MERCHANTS<br>VENDOR SHOW                | # TBA |                                |
| 1/14/2007                    | 1:00 PM    | 3:00 PM  | CLOSING<br>COURT                        | 600   |                                |
| 1/14/2007                    | 3:00 PM    | 5:00 PM  | TEARDOWN                                |       |                                |

There is a one-time **\$35.00** charge for each vendor table for both days of the conference. This fee includes an 8' or 6' table, linen and skirting.

Exhibitor shall be fully responsible to pay for any and all damages to property owned by the Hotel, its owners or managers which results from any act or omission of Exhibitor. Exhibitor agrees to defend, indemnify and hold harmless the Hotel, its owners, managers, officers or directors, agents, employees, subsidiaries and affiliates from any damages or charges resulting from or arising from or out of the Exhibitor's use of the property.

Exhibitor's liability shall include all losses, costs, damages or expenses arising from or out of or by reason of any accident or bodily injury or other occurrences to any person or persons, including the Exhibitor, its agents, employees, and business invitees which arise from or out of Exhibitor's occupancy and/or use of the exhibition premises, the Hotel or any part thereof. The Exhibitor understand that the Hotel does not maintain insurance covering the Exhibitor's property and that it is the sole responsibility of the Exhibitor to obtain such insurance.

#### **ROOM BLOCK AND SERVICES COMMITMENT**

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the hotel makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for the hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, the hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the hotel at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the hotel to establish its loss prospectively, shall be due as liquidated damages. Because the hotel reasonably expects to derive revenue from your meeting above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your meeting, the amounts due as and for liquidated damages are intended to compensate the hotel for all of its losses associated with cancellation and/or attrition.

#### **ANTICIPATED ROOM NIGHT AND BANQUET FOOD AND BEVERAGE REVENUE FIGURES**

At this time, the hotel is holding 400 room nights for your use over the contracted dates, which will generate total revenues of \$43,560. However, the Hotel is willing to adjust this anticipated figure by 50% in a good faith effort to meet your contractual requirements and still meet the needs of your group event.

This adjusted figure of **\$21,780** shall be referred to herein as the "**Anticipated Room Night Revenue Figure**". All food and beverage is subject to a 20% service charge. All revenue figures are net and not inclusive of taxes, service charge or commissions.

#### **ATTRITION**

We agree to allow for a 10% reduction in the "Anticipated Room Night Revenue Figure", provided that you make a written request for that reduction between now and 60 days prior to your arrival date. At the conclusion of your meeting, we will subtract the rooms revenue derived from your meeting and the amount of any permissible attrition you have taken from the Anticipated Room Night Revenue Figure set forth above. Any remaining amount will be posted as a charge to your master account, plus applicable taxes.

#### **CANCELLATION**

In the event of a group cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night Revenue Figure" will be due (\$19,602), plus applicable taxes and service charges.

In the event of a group cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of seventy-five percent of the "Anticipated Room Night Revenue Figure" will be due (\$16,335), plus applicable taxes and service charges.

In the event of a group cancellation occurring between the time of acceptance of this contract and 181 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night Revenue Figure" will be due (\$10,890), plus applicable taxes and service charges.

**FORCE MAJEURE**

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, government regulation, riots, disaster, or strikes, any one of which make performance impossible.

**BILLING PROCEDURES AND DEPOSIT SCHEDULE**

Please complete the enclosed direct bill application and return it to our Accounting Department within 30 days so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, pre-payment of your total estimated Master Account will be due prior to your arrival, in accordance with a schedule to be determined by the hotel at its sole discretion. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the group and the group shall be liable for amounts as described in the cancellation provisions.

The following items shall be charged to the Master Account: banquet food and beverage charges, attrition charges, meeting space rental charges (if any), cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. Moreover, all third party charges for services and/or supplies, not directly supplied by the Hotel, will be billed to the Master Account whether they have been arranged for by the Hotel or directly by the Group. A handling fee in the amount of 10% percent of all third party charges will be assessed if placed on the Master Account. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

Master account charges may be paid in the form of cash, check or bank transfer. All master account charges not paid within 10 days of the billing date will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

Individual guest accounts are payable at check-out by cash or credit card.

The deposits and payments outlined in the table below are due as indicated. The deposits and payments will be applied to your master account in the form of credits.

| <u>Date</u>    | <u>Deposit Due</u> |
|----------------|--------------------|
| March 31, 2006 | \$500.00           |
| May 31, 2006   | \$500.00           |

Please make your deposit payments by check payable to Valley River Inn and mail to: 1000 Valley River Way, Eugene, OR 97401, Attention: Donna Earley, Sales Department.

**AUDIO-VISUAL EQUIPMENT**

The Hotel will be the exclusive provider of Audio Visual equipment rental. Six months prior to the commencement of the meeting, the group will inform the Hotel of its audio visual equipment and meeting space decoration needs, and the Hotel will thereafter inform the Group of the charges which will apply.

**OUTSIDE CONTRACTORS**

The Hotel offers all services necessary for a successful meeting. However, if Group finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Group shall be subject to prior approval of the Hotel. Upon prior reasonable notice to the Hotel from Group, Hotel shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of the Hotel premises by other guests and members of the Hotel. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold the Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use.

## **PERFORMANCE LICENSES**

Group will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit or display any copyrighted works (including, without limitation, music, audio, or video recordings, art, etc.) that Group may use or request to be used at the Hotel.

## **INSURANCE AND INDEMNIFICATION**

Hotel and Society for Creative Anachronism, Inc. each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, form all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the Group's or its members', agents', employees' or Exhibitors' negligence. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

## **HOTEL POLICIES**

Logo: The Group shall not use the name, trademark or logo or any other proprietary designation of the hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by the Hotel for such use.

Utilities: All electrical services and utilities, including phone and riggings, must be contracted for through the Hotel's Convention Services Department.

Signage: Signs and banners are not allowed in the hotel's public areas. In regard to the group's meeting space, all signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

## **AMERICANS WITH DISABILITIES ACT**

The Hotel represents and warrants that, as a place of "public accommodation", it is in compliance with all regulations implementing Title III of the Americans with Disabilities Act. Hotel facilities, including but not limited to, meeting space, restrooms, other common areas, sufficient guest rooms, and any transportation services shall be reasonably accessible and usable by persons with disabilities. Society for Creative Anachronism, Inc. will provide the Hotel with the specific number of sleeping rooms requiring accessibility for persons with disabilities. The Hotel

will make available to Society for Creative Anachronism, Inc. any accessibility aid that the Hotel has available during the meeting, if requested by Society for Creative Anachronism, Inc. for the attendees with disabilities.

**AUTHORITY**

The persons signing the agreement on behalf of Hotel and Society for Creative Anachronism, Inc. each warrant that they are authorized to make agreements and to bind their principals to this agreement.

**MISCELLANEOUS PROVISIONS**

This contract is made and to be performed in Eugene, Oregon and shall be governed by and construed in accordance with Oregon law. By executing this agreement, Society for Creative Anachronism, Inc. consents to the exercise of personal jurisdiction over it by the courts of the State of Oregon. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Oregon, and only in Lane County. No food and/or beverage of any kind will be permitted to be brought into the hotel, or any suite used as a hospitality suite, by the group or any of the group's guests.

**ACCEPTANCE**

This contract shall be deemed accepted only after it has been signed by a representative of the group by **Friday, February 17, 2006** and thereafter signed by a representative of the hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fill executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

We look forward to working with you and to hosting a memorable meeting.

By Society for Creative Anachronism, Inc.'s authorized representative:

\_\_\_\_\_ Date:  
Society for Creative Anachronism, Inc.

By Valley River Inn, through its authorized representative:

\_\_\_\_\_ Date:  
Director of Corporate Sales  
Valley River Inn, d/b/a Valley River Inn