

Red Lion Hotel Columbia Center

GROUP SALES AGREEMENT

This Agreement is made and entered into as November 3, 2017, by and between **Red Lion Hotel Columbia Center** (hereinafter referred to as "Hotel") and **International Association of Fire Fighters** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group below.

DESCRIPTION OF THE EVENT

Company/Organization or Sponsor's Name: International Association of Fire Fighters		
Event Name and general description of event: IAFF 7th District Young Fire Fighter Conference		
Contact Name: Helen Kramer		
Contact Phone: day: (360) 943-3030	cell:	Fax:
Contact Address:	1069 Adams Street Southeast Olympia, WA 98501	
Email:	helen@wscff.org	

GROUP ROOM RESERVATIONS

GUESTROOM ACCOMMODATIONS: Hotel will hold the following block of rooms for Group's use. Unless as indicated in this Agreement, Hotel does not guarantee any particular room type nor does it guarantee that rooms will be in proximity to each other.

Date	05/15/18	05/16/18	05/17/18
Day	Tues	Wed	Thur
Standard Room (One Bed or Two Bed)	58	73	73
Executive Suite One Bed	1	1	1
Renn Suite One Bed	1	1	1
Total Rooms	60	75	75

CUT OFF DATE: 04/24/2018. After this date, rooms not covered by a rooming list or individual reservations shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel may continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

GUEST ROOM RATES

The Hotel is pleased to confirm your group at the prevailing government per diem rate that currently is as follows:

Occupancy Rate	Singe	Double	Triple	Quad
Standard Room (One Bed or Two Bed)	\$96.00*	\$96.00*	\$126.00	\$126.00

Hotel room rates are subject to applicable state and local taxes. All rates are net non-commissionable

*Prevailing per diem rate at time of arrival

Hotel room rates are subject to applicable state and local taxes. If Group is tax-exempt, it must present all documentation required by Hotel and pay in the manner specified by Hotel. If Group is claiming tax-exempt status, Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a tax authority requires that the Hotel remit tax for the room nights covered by this Agreement. Otherwise, Group will be charged all applicable taxes.

COMPLIMENTARY ROOMS: Hotel agrees to provide Group with 1 complimentary room night per 40 based upon the number of revenue generating room nights occupied calculated on a cumulative basis, as set forth below, provided that the total utilization of the sleeping rooms exceeds 80% of the room block. At least (30) days prior to group arrival, Group must provide Hotel with a list of individuals who will occupy rooms; otherwise it will not receive the complimentary rooms. Unused complimentary units shall have no value and as such will not be credited to the group's Master Account (as applicable) for complimentary rooms in excess of those earned.

RESERVATIONS

INDIVIDUAL RESERVATIONS: Each individual guest must make their own reservations by calling **1-800-RED-LION (1-800-733-5466)** by **Tuesday, April 24, 2018**. They must identify themselves as members of the Group. All reservations must be guaranteed and accompanied by a first night room deposit or guaranteed with a major credit card.

ON-LINE RESERVATIONS: Group members may make reservations through the internet by accessing our website at www.RedLion.com and completing the on-line reservation form.

MEETING ROOMS: Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room space for the specified days/times:

Day Date	Times	Room Name	Function Type	Seating Type	Set For	Room Rental
Tue- 5/15/18	6:00pm- 9:00pm	Clearwaters A/B/C	Reception	Cocktail Tables	150	Waived
Tue- 5/15/18	3:00pm- 6:00pm	Ballrooms	Room Set up	Rounds of 8	150	Waived
Wed- 5/16/18	7:00am- 5:30pm	Ballrooms	Meeting	Rounds of 8	150	Waived
Thurs 5/17/18	7:00am- 5:30pm	Ballrooms	Meeting	Rounds of 8	150	Waived
Fri- 5/18/18	7:00am-12:00pm	Ballrooms	Meeting	Rounds of 8	150	Waived

Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.

CATERING SERVICES: A minimum of \$18,000.00 in food and beverage must be spent at your function (the “Guaranteed Amount”). If Guaranteed amount is not met, the remaining balance will be charged as a room rental fee. This Guaranteed Amount does not include room rental, setup fee, meeting space rental, no-host bar, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full Guaranteed Amount, regardless of whether Group actually charges that amount. Group is also required to pay Hotel any amounts it incurs exceeding the Guaranteed Amount.

FOOD & BEVERAGE POLICY

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel or its agents. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 6 months prior to scheduled function.
- ❖ Food, beverage, meeting room rental, set up fees and audio visual purchases are subject to an 21% service charge and applicable taxes.
- ❖ Final menu selections must be submitted to Hotel’s Catering Officer at least 4 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Hotel (General Manager or General Manager’s designee), Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the number of people attending the event no later than noon 3 business days prior to the scheduled function (“Guaranteed Attendance”). Hotel agrees to set 5 percent over the Guaranteed Attendance for banquets. Guaranteed Attendance is not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the Guaranteed Attendance.

BILLING/CREDIT PROCEDURES

MASTER ACCOUNT: The manner of payment of the Master Account shall be established upon approval of Group’s credit. Group must complete the attached direct billing application and return to Hotel upon the execution of this Agreement. **Direct billing is a privilege and can only be authorized by the Hotel after a credit check has been approved.** If Group has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to Group and paid as provided herein.

PAYMENT: A Credit card authorization form must be on file at least 5 business days prior to the event to guarantee payment. Payment is due at the time of the function. If payment is not received at time of function the credit card number on file will be charged for all services. If payment or method of payment is not received prior to the event from group, this will result in group being in breach of contract, resulting in Hotel being released from all obligations and conditions of this agreement and the event will be cancelled.

INCIDENTALS: Incidental expenses of Group members will be the responsibility of each guest. The guest will be expected to leave a valid credit card or a cash deposit in the amount of \$25.00 with the hotel at the time of check-in. It will be Group’s responsibility to inform its members of this requirement

BILL REVIEW: In order to assure the most accurate billing and thus alleviate any delays in payment which may result in your organization incurring unnecessary finance charges, the Group will be expected to:

- Request and Review its bill on a daily basis
- Request, review and sign all Banquet Event Orders prior to the event.
- Request, review and sign all event Banquet checks at the conclusion of the event.
- Request and review final bill prior to check-out.

CANCELLATION/MODIFICATION

CANCELLATION OF ROOM RESERVATIONS:

- ❖ Guests are responsible for paying for their own accommodations. Deposits (taken either in cash or by credit card) are refunded or credited only if notice is received 24 hours prior to arrival date and cancellation number must be obtained by guest.

GROUP'S CANCELLATION OR ATTRITION:

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

If Group cancels this Agreement, reduces the size of its meeting and/or attendance, or reduces the amount of food and beverage services, Group agrees that Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer Group's unused space or services to another group and/or the cost to Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the liquidated damages set forth below are a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due to the Hotel regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

CANCELLATION:

The closer to arrival the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

More than 180 days, less than 270 days	85% of anticipated revenue including applicable tax
Less than 120 days prior to arrival	100% of anticipated revenue including applicable tax

ATTRITION:

The parties agree that Group and Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay to the Hotel a percentage of lost revenue as outlined in this paragraph.

For sleeping room revenue, the lost revenue will be calculated by multiplying the number of rooms not utilized out of the Group's block times the average room rate of rooms actually utilized, plus tax. For food, beverage, meeting rooms and other services revenue, lost revenue will be calculated by subtracting the exact amount of food and beverage provided from the total anticipated food and beverage agreed to herein. The lost revenues for food, beverage, meeting rooms and other services and for sleeping rooms will be calculated separately and provided as a total sum.

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
20% or less	-0-
21 to 30%	40% of lost revenues including applicable tax
31 to 60%	60% of lost revenues including applicable tax
over 60%	100% of lost revenues including applicable tax

MISCELLANEOUS

SIGNS AND DISPLAYS/USE OF HOTEL NAME: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group. **NAILS AND PINS ARE STRICTLY PROHIBITED IN ALL BANQUET WALLS.**

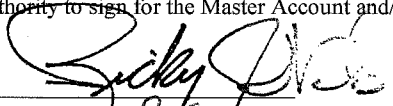

NOISE: In order for the Hotel to provide a suitable environment for all guests and other groups in-house, Group agrees that Hotel has the right in its reasonable discretion to restrict noise to a reasonable level. Group agrees to notify the Hotel in writing if any of its events or activities while on property will include music, loud speakers, cheering, singing, shouting or other loud noises. The Hotel shall have the right to require that the Group discontinue or reduce noise that is disrupting other guests or events. If Group does not comply, the Hotel reserves the right to negotiate an amount with Group to reimburse Hotel for value of any concessions or amounts paid to disturbed guests as a result of disturbance caused by Group.

SECURITY: Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Hotel prior to the function. Hotel may cancel any Group event if security is not adequate in Hotel's sole discretion.

SHIPPING AND RECEIVING: In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel should include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

PARKING: Complimentary.

SIGNING AUTHORITY. The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: <u>Ricky Walsh</u>	Signature: 
Name: <u>Aelen Kramer</u>	Signature: 

HOTEL CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address:

Hotel Name:	Red Lion Hotel Columbia Center Kennewick
Hotel Address:	11.01 N. Columbia Center Blvd., Kennewick, WA 99336
Hotel Contact:	Katelynn Togiaj, Director of Sales

Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

GENERAL PROVISIONS

DAMAGE CLAUSE: In the unlikely event that damage to any Hotel property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

GROUP'S PROPERTY: Group agrees and acknowledges that 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 safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property. A certificate of insurance naming Hotel as additional insured and acceptable to Hotel in its sole discretion will be provided upon request of Hotel. Group hereby waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible for the Hotel to provide Hotel facilities, including but not limited to Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice to Group by Hotel.

DISPUTE RESOLUTION: Hotel and Group agree to use their reasonable 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.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

MISCELLANEOUS: The persons signing this Agreement for Hotel and Group each warrant that they are authorized to bind the Hotel and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the prior written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

RIGHT OF HOTEL TO TERMINATE: If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to the Cancellation/Modification section above.

RIGHT OF INSPECTION/ENTRY: Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may, in Hotel's sole discretion, 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 all or any portion of the Hotel premises, as Hotel may determine in its sole discretion. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

To serve as our mutual agreement this document must be signed and returned by 11/13/17. If the signed Agreement is not received by the date requested all rooms and space may be released for sale.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Red Lion Hotel Columbia Center

IAFF 7th District Young Fire Fighter Conference

By: _____

By:  _____

Name: Sara Davis

Name: Helen Kramer

Title: Group Sales Manager

Title: WA State Exec Dir. - State Council

Date: _____

Date: 11/9/17 _____

