



By Legacy Business Solutions

ROOMS AND CATERING CONTRACT

GENERAL INFORMATION:

Especially Prepared for:	630 th Military Police Vietnam Raymond Trombley 20571 Pine Meadow Drive Clinton Township, MI 48036	Group Code	
By:	Beach Cove Resort	Telephone/ Email:	586-504-3345 raytrom@att.net
Contact:	Gabrielle Pascarell DIRECT: (843) 918-7711 gabrielle@vacationmyrtlebeach.com FAX: 843-918-7702	Type	Individual Call In
			Contract Date: December 19, 2018

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between 630th Military Police Vietnam and Beach Cove Resort is intended to be helpful to us both and result in your satisfaction with our performance.

These arrangements are being held until ~~September 22, 2019~~ **September 1, 2019**.

Please note that it is the responsibility of your organization to notify Beach Cove Resort if you need to extend your cut-off date.

This contract will become a binding commitment once it has been signed by both 630th Military Police Vietnam and Beach Cove Resort.

ROOMS INFORMATION:

ROOM TYPE	RATE	Tuesday 10/22/19	Wednesday 10/23/19	Thursday 10/24/19	Friday 10/25/19	Saturday 10/26/19
Oceanfront Executive Suites	\$72.00++	35	35	35	35	c/out
	Total	35	35	35	35	c/out

Oceanfront Executive Suites - \$72.00 + resort fee + tax = \$94.08 per night

Rates are valid 3 days before and after the reunion dates.

*Complimentary parking is provided for all hotel guests.

**Complimentary Wifi is provided throughout the resort including in guest rooms.

***Every attempt will be made to accommodate special requests for room types, and location, however, due to the arrival and departure patterns not all requests may be able to be fulfilled.

Guest Room Reservation Method: Reservations may be made by the individual guests making their own reservations, either at Beach Cove Resort or by calling 1-800-331-6533, selecting option 2, then option 1 and referring to "630th Military Police Vietnam". A first nights stay deposit is due at the time of making your reservation.

Guest Room Guarantee: The first night's stay deposit is due at the time of making the reservation.

Cutoff Date: All reservations must be made with the Beach Cove Resort by ~~September 22, 2019~~ **September 1, 2019**. After this date, the reserved block of rooms will be released and reservations are based on availability only.

Check-In/Out Time: Our check-in time is 4:00PM check-out time is 11:00AM. All guests arriving before this time will be accommodated as rooms become available.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee may apply. If this occurs, please contact the sales office.

COMPLIMENTARY ROOMS

1 complimentary room will be provided for 3 nights for the planner.

EVENT INFORMATION:

Event Billing and Guarantee:

100% of your final balance is due 7 days in advance of your function (waived)

All Deposits are non-refundable and will be credited toward your final bill.

Function Space: Based on the sleeping room and food & beverage usage as indicated in this contract and the other anticipated revenues that Beach Cove Resort will realize from this event, the function space for your program will be as noted below:

Specific meeting rooms cannot be guaranteed and are subject to change

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Wednesday- Friday		All Day		Hospitality Room		Rounds Ice & trash service once a day	60	
Friday	10/25/19	PM		Banquet		Rounds	60	

****May do a Welcome Reception instead of a formal banquet.**

You will be asked to sign Event Orders confirming the specific room set up details before your event.

Food and Beverage Minimum: A (\$) Food and Beverage Minimum (exclusive to service charge and taxes) has been agreed upon for the above event. If this total is not achieved additional room rental charge will be applied for the difference. The Food and Beverage Minimum requirement will need to be met regardless of the guaranteed number of attendees. **(WAIVED)**

FOOD & BEVERAGE POLICIES: We allow military reunions to bring in their own food and beverages.

Room Rental: We have a hospitality room for your group for the duration of your stay at no charge. We also allow military reunions to bring in their own food and beverages (including alcoholic beverages). A complimentary podium and microphone will be placed in the banquet room.

Guarantee of Event Charges: At least 72 hours (three business days) before your event you must inform us, in writing of the exact number of people who will attend your event. After this time the number of attendees may not be reduced. The arrangements set forth on your Banquet Event Orders will serve as the final arrangements for your event. The services, products, fees etc., as noted will be provided at the time of your event and you will be charged based on the event guarantee that you give us or the number of people indicated at the time you signed the sales agreement.

Contract Concessions: We have noted your request for:

Cancellation: The "Hotel/Resort" is holding the aforementioned rooms and space for the exclusive use by your group. You may cancel this agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation you agree to pay the below cancellation policy based upon total contracted revenues (Sleeping Rooms, Food, Beverage, and Meeting Room Rental):

Cancellation Policy

- 0-90 Days - 100% of estimated charges
- 179-91 Days - 50% of estimated charges
- 180 Days or more - 25% of estimated charges

Waived
gcp

Function Payment: The entire payment is due 7 business days prior to your event in cash, credit card or certified check. If you pay by personal check, payment will need to be received two weeks prior to your function. We may terminate this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee provided above if payment is not made as agreed. If you prefer all charges can be paid by credit card, Beach Cove Resort accepts American Express, Master Card or Visa.

Overtime/Labor Charges: You agree to begin your event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designed event space at the end time indicated on your final Banquet Event Order. You also agree that the room set up will remain as agreed on your final Banquet Event Order. Should your event go over the contracted time or if on-site changes are requested, additional labor fees may be assessed.

Service Charge & Taxes: To ensure superior service, a 21% Service Charge will be added to all food & beverage. Room rental and Audio Visual costs are subject to a 8% sales tax. (Note: Service Charges are subject to tax). Additionally a 15.5% liquor tax will be applied to all liquor purchases.

Outside Food and Beverage: Due to state law, you may not bring into the Hotel/Resort any food or beverages, with the exception of cakes, which must be provided from a licensed baker.

No food and beverage are permitted to be removed from your function room. **(WAVIED)**

Loss/Damages: Beach Cove Resort is not responsible for any loss or damage to property belonging to you or your attendees and does not maintain insurance covering it.

Displays and Decorations: For the safety of persons and property, no fireworks, incendiary devices or smoke machines may be used indoors at the Hotel/Resort. All displays and/or decoration will be subject to our prior written approval. Signs and banners are not permitted in the Hotel/Resort lobby without prior approval. In an effort to maintain appearances, the attachment of these items to function walls, floors, ceilings or curtains is also prohibited. Should these restrictions be of concern, please discuss them with your Catering Manager.

Should you require and rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel/Resort and you will be responsible for all costs associated therewith and regulations including compliance therewith.

Boxes: Beach Cove Resort will gladly receive a reasonable number of materials for your function. Arrangements for delivery of packages should be made through the catering office. Receiving, handling and shipping charges may apply for larger packages. No COD packages will be accepted. All packages must have inside delivery. Please have packages labeled with Meeting Name, Catering Manager's name and date of meeting.

Security: If required in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you agree to provide, at your expense, security personnel supplied by a reputable licensed guard or security agency, which will be subject to our prior approval. Such security personnel may not carry weapons.

Conduct of Event: Group and Beach Cove Resort agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws. Group and Beach Cove Resort agree to cooperate with each other and any relevant governmental authority to ensure compliance with such laws. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event.

PROMOTIONAL CONSIDERATIONS

Beach Cove Resort has the right to review and approve any advertisements or promotional materials in connection with the Group function which specifically reference a name or logo owned by Beach Cove Resort.

Indemnification: To the extent permitted by law, each party agrees to protect, indemnify, defend and hold harmless each other and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Beach Cove Resort.

Fire Safety: You agree to obtain at your own expense and provide copies to Beach Cove Resort any and all necessary licenses, permits or approvals for your event, including but not limited to, licensing, Fire Marshal, Health Department, or other permits.

Auxiliary Aids: Beach Cove Resort represents and you acknowledge that the Hotel/Resort facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the American with Disabilities Act. You agree that you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space at least two weeks prior to your event. You agree to pay all charges in association with the provision of such aids by Beach Cove Resort.

Amendments/Changes: The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both parties

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel/Resort is located. The law of the State in which the Hotel/Resort is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Beach Cove Resort's efforts to collect monies owed under the terms of this Agreement.

Force Majeure: No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, and no other Party will have a right to terminate this Agreement in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Acceptance: Rooms and Space will be confirmed on a definite basis with the return of your signed agreement by **(Five days from date of contract)**. Failure to do so will result in rooms and function space being released and contract void.

Client Printed _____
Client Signature _____
Title _____
Date _____

Hotel/Resort Representative: _____
Signature: Gabrielle P. Scarell

