



ACCOMMODATION AGREEMENT

Account: Bowling Family Reunion August

Event Name: Bowling Family Reunion

Event Dates: 08/12/2021 - 08/16/2021

Contact Name: Sharon Thompson

Email: eft45@outlook.com **Phone:**

Address: 45 Highpoint Circle South, Apartment 205, Naples, Florida, United States, 34103

Sales Manager: Lisa Spriggs / Sales & Catering Manager / 740-858-1259 / lspriggs@shawneeparklodge.com

Contract Date: Friday, March 5 2021

This Accommodation Agreement will set forth the terms and conditions under which Shawnee Lodge & Conference Center will make hotel rooms and other services available to Bowling Family Reunion August for the event described above. The agenda for the group, as agreed upon by the parties, is set forth below.

Please **sign where indicated and return a complete copy, along with the deposit** (amount set forth below), to Shawnee Lodge & Conference Center **by March 12 2021**. Upon receipt of the signed Agreement, the group reservation will be held on a definite basis. If the signed Agreement and deposit is NOT received by such date, the Lodge reserves the right to release all accommodations for the requested dates.

Daily Room Block

Shawnee Lodge & Conference Center

	Thu 08/12/2021	Fri 08/13/2021	Sat 08/14/2021	Sun 08/15/2021
Cottage	5 @ \$209.00	5 @ \$219.00	5 @ \$219.00	5 @ \$209.00
Cottage Accessible	2 @ \$209.00	2 @ \$219.00	2 @ \$219.00	2 @ \$209.00
Guestroom Double	3 @ \$115.00	3 @ \$125.00	3 @ \$125.00	3 @ \$115.00
Guestroom Bunk	4 @ \$135.00	4 @ \$145.00	4 @ \$145.00	4 @ \$135.00

Total Guest Room Nights Blocked = 56

LODGING/RATES

The Lodge is currently holding the room block at the guaranteed rates listed. The Group guarantees to purchase the room block in accordance with the terms outlined in this Agreement. All guest room rates are for room accommodations only and are not subject to commission. Rates do not include applicable state and local taxes (currently 7.25% sales tax and 5% lodging tax totaling 12.25%) or the 3% beautification fee. Taxes and fees shall appear as separate charges on each reservation folio.

GUEST ROOM RESERVATION AND PAYMENT METHOD:

INDIVIDUAL ROOMING NAME LIST METHOD

A written Rooming List must be submitted on or before Monday, June 28 2021. For each guest room/cottage, the list must identify the first and last name of each guest, their arrival and departure dates and their requested room type. Guests may be required to present identification upon check-in. The Lodge reserves the right to cancel the group's reservation and terminate this Agreement if the Rooming List requirements are not met. Unassigned rooms will be released upon receipt of the Rooming List. Any early departures, no shows or late room cancellations will be charged at the group rate, plus tax and fees as applicable. In the event the guests wish to utilize any or all of the remaining reservation, the reservation must be reinstated (subject to availability at the time of reinstatement). Room, tax and fees will be paid by the individual but guaranteed by Group.

Group's guests will need to present individual credit cards upon arrival. A per room incidentals hold will be placed on all guest's individual credit card. All individual guest incidental accounts must be paid in full upon departure. Guests will be responsible for all expenses other than those expenses as authorized to be charged to the Master Account.

MASTER ROOMING NAME LIST METHOD

A written Rooming List must be submitted on or before Monday, June 28 2021. For each guest room/cottage, the list must identify the first and last name of each guest, their arrival and departure dates and their requested room type. Guests may be required to present identification upon check-in. The Lodge reserves the right to cancel the group's reservation and terminate this Agreement if the Rooming List requirements are not met. Unassigned rooms will be released upon receipt of the Rooming List. Any early departures, no shows or late room cancellations will be charged at the group rate, plus tax and fees as applicable. In the event the guests wish to utilize any or all of the remaining reservation, the reservation must be reinstated (subject to availability at the time of reinstatement). Room, tax and fees will be applied to the Master Account invoice.

Group's guests will need to present individual credit cards upon arrival. A per room incidentals hold will be placed on all guest's individual credit card. All individual guest incidental accounts must be paid in full upon departure. Guests will be responsible for all expenses other than those expenses as authorized to be charged to the Master Account.

INDIVIDUAL CALL-IN RESERVATION METHOD

If the group guests will make and pay for their own room reservations, the group contact will direct guests to **call the reservation line at 740-858-6621 to reserve a room under the Bowling Family Reunion block.** A deposit of the first night's room, taxes and fees are due at the time each reservation is made and the room deposit remains fully refundable up to 7 days prior to arrival. Rooms will be made available to the group at the contracted rates until **Monday, June 28 2021.** Reservations requested after the Release Date are subject to availability at the time of reservation. The Lodge is not responsible for any adjustments due to guests booking reservations without referencing the proper group block or reservations made through any other method including, but not limited to online or on-property. Any No Shows or cancellations will be charged the first night's room rate, taxes and fees. In the event the guests wish to utilize any or all of the remaining reservation, the reservation must be reinstated (subject to availability at the time of reinstatement).

Group's guests will need to present individual credit cards upon arrival. A per room incidentals hold will be placed on all guest's individual credit card. All individual guest incidental accounts must be paid in full upon departure. Guests will be responsible for all expenses other than those expenses as authorized to be charged to the Master Account.

INDIVIDUAL CALL-IN RESERVATION METHOD WITH CREDIT GUARANTEE

If the group guests will make and pay for their own room reservations, the group contact will direct guests to **call the reservation line at 740-858-6621 to reserve a room under the Bowling Family Reunion block.** Rooms will be made available to the group at the contracted rates until **Monday, June 28 2021.** Reservations requested after the Release Date are subject to availability at the time of reservation. The Lodge is not responsible for any adjustments due to guests booking reservations without referencing the proper group block or reservations made through any other method including, but not limited to online or on-property. Any No Shows or cancellations will be charged the first night's room rate, taxes and fees. In the event the guests wish to utilize any or all of the remaining reservation, the reservation must be reinstated (subject to availability at the time of reinstatement).

Group's guests will need to present individual credit cards upon arrival. A per room incidentals hold will be placed on all guest's individual credit card. All individual guest incidental accounts must be paid in full upon departure. Guests will be responsible for all expenses other than those expenses as authorized to be charged to the Master Account.

GUEST ROOM BLOCK RELEASE DATE: Monday, June 28 2021

All reservations for the block of rooms reserved under this Agreement shall be made by the release date set forth above, whether by a name list or made individually. Any rooms in the group block not reserved by this date will be automatically placed back into the Lodge's general room inventory, unless the group otherwise guarantees to pay for the unused rooms in the block. Failure to reserve rooms in the Guest Room Block prior to the release date above does not reduce group's total guest room night commitment and does not impact the "Attrition" or "Cancellation Fees" provisions below.

GUEST ROOM BLOCK REDUCTION / ATTRITION

The Lodge is relying upon the group's use of the room nights as reserved and contracted for under this Agreement and the group acknowledges that the Lodge will incur a loss if the actual usage is less than the contracted amount. The group agrees that it will pay the Lodge **\$209.00** for each room night not utilized below 80% of contracted room nights as a reasonable estimate of the harm the attrition will cause.

CHECK-IN / CHECK-OUT TIMES

Lodge guest room check-in time is 4:00 PM and check-out time is 11:00 AM. Cottage check-in time is 4:00 PM and check-out time is 10:00 AM. Rooms and/or cottages occupied beyond check-out time are subject to the day rate until 6:00 PM, after which the full rate will apply. Luggage may be stored at the Lodge front desk for individuals arriving prior to check-in time.

GROUP DEPOSIT SCHEDULE

An advance deposit is required to hold rooms for the dates requested and shall be returned along with this Agreement. All deposits must be received on or before the dates listed. The deposit(s) will be credited to the final bill, applied toward any cancellation / attrition fees, or reimbursed if the Event is canceled. Reimbursement is subject to the cancellation policy set forth below. The Lodge reserves the right to cancel group's reservations and terminate this Agreement if payment requirements are not met.

Due Date	Description	Amount
At time each reservation is made	Deposit equal to 1st night stay	
At check in	remainder of stay	

Folio Payment Method:

Pay in advance

Direct Bill Status:

n/a

Tax Exemption Status:

n/a

Folio Items:

The following items will be charged to the Master Account. For any item not checked, each individual will be responsible for their own incidental charges. Client's guests will need to present individual credit cards upon arrival. A per room incidentals hold will be placed on the guest's individual credit card. All individual guest incidental accounts must be paid in full upon departure. The Master Account is payable as noted in the payment method.

	Overnight Guest Rooms		Guest Room Telephone Charges
	Individual Restaurant Charges		Individual Lounge
	Gift Shop Charges		Other:

TERMS AND CONDITIONS**FOOD AND BEVERAGE**

Alcoholic beverage sales and service are regulated by the State of Ohio. The Property, as a licensee, must follow these regulations. Alcohol purchased directly from the Lodge is the only alcohol that may be consumed on the property. Guests may not bring their own alcohol into any dining facility, banquet event or any other Property facility under any circumstances. Alcoholic beverages (including special order items) may not be removed from the Property. Any guest consuming alcohol on the Property must be 21 years of age and present proof of age with a valid US state driver's license, state identification card or active military ID upon request. The Lodge reserves the right to refuse service to any guest, at any time, at its sole discretion. Alcohol service hours may be restricted by local ordinance and violation of any alcohol related regulation as set forth herein or by local ordinance will result in immediate termination of the subject event without refund.

RATES, FEES PAYMENT

All room rates are per room, per night, based on single, double, triple or quad occupancy as outlined. Triple or quad occupancy may be subject to an additional charge for each additional adult. Maximum occupancy varies based on room type. Roll-away beds are available for an additional charge where allowable and safe. Unless otherwise noted on the guest room chart above, rates are for rooms only and do not include transportation, meals, baggage handling, guest room attendant gratuity, surcharges or applicable taxes and fees. Any incidental or additional charges made by or on behalf of the group are due upon check out.

The room rate guarantee provided is based on the dates of the Event and the total number of rooms blocked. A minimum length of stay may be required for weekends and holidays during certain times of the year. All buildings, outlets, guest and function rooms are designated as non-smoking. A \$150 per room non-compliance fee will be assessed to the group or any Individual of the group for any room found in violation of the no smoking policy.

All major credit cards are accepted for payment. The Lodge will not accept credit card or account information via email or email attachments. Credit card payments may be made by telephone or presentation of card in person. All checks must be drawn on United States' banks and be payable in US funds. Checks should be payable to the Lodge and include the group name, and the dates of the Event. Checks may only be submitted for advance payments unless approved for direct billing. The group should allow at least 10 days for receipt of any mailed payment.

The group shall be responsible for all lawful taxes and surcharges relating to the Event. Tax rates, surcharges, food and beverage pricing are subject to change. **Quoted food and beverage prices do not include the 20% service charge, 3% beautification fee or 7.25% sales tax** In Ohio, the service charge is taxable. Guest room tax totals 12.25% (7.25% sales and 5% lodging). All reduction and cancellation assessments may be subject to applicable state and county taxes.

In partnership with Ohio Department of Natural Resources, Shawnee Lodge & Conference Center will assess a 3% beautification fee on all purchases at the Lodge. The monies collected are designated to be used only for the continual improvement of the lodge, cabins and recreation amenities.

BILLING

Direct billing privileges are extended only to pre-approved clients that meet certain credit criteria. Payment is due upon receipt of invoice and is considered delinquent if not paid after thirty (30) days of invoice. Delinquent accounts will result in the revocation of group's direct billing privileges at all company properties. Interest will be charged to all delinquent accounts at the greater of 1.5% compounded monthly or the maximum rate allowed by law.

If the group is not scheduled for Direct Billing, payment of the total balance must be paid in advance and a credit card number is required to be placed on file prior to the Event start date. If complete payment is not in advance, the credit card on file will be charged the amount due on the following business day. The Lodge reserves the right to request payment of all or part of the bill prior to the arrival date.

CANCELLATION FEES

All group cancellations must be received in writing (phone cancellations are not accepted or considered valid). Cancellation fees will be assessed based upon the maximum number of guest rooms reserved at any time under this Agreement, as follows:

- If cancellation occurs within **30 days prior to arrival**, Client will be responsible for **100% of expected guest room/cottage revenues**.
- If cancellation occurs **31-60 days prior to arrival**, Client will be responsible for **75% of expected guest room/cottage revenues**.

- If cancellation occurs **61-120 days prior to arrival**, Client will be responsible for **50% of expected guest room/cottage revenues**.
- If cancellation occurs **121-179 days prior to arrival**, Client will be responsible for **25% of expected guest room/cottage revenues**.
- If cancellation occurs **180 or more days prior to arrival**, **no penalty will be assessed** and all deposits will be refunded to Client in same manner received.

CONDITIONS, RULES REGULATIONS

The Lodge reserves the right to relocate any group to an alternate location within the Property based upon the number of guests, menu requirements, safety or weather concerns. Any decorations, equipment or shipments must be prearranged with the assigned group sales representative. All displays, exhibits, banners, decorations and signs must be approved in advance and conform to fire ordinances and any other pertinent rules or regulations. The Lodge reserves the right to require security services for any Event function at its sole discretion. Payment for security services will be the responsibility of the group. Should a disturbance arise during the Event that results in security or police authorities being called to address, the Lodge reserves the right to shut down the Event, vacate the group's guests from the premises immediately, and issue no refunds for any Event or Event function so vacated. The group agrees that all members shall abide by all posted, printed or issued rules and regulations while at the Property and while in all dining, lodging and activity locations. Rules and regulations are subject to change.

IMPOSSIBILITY/FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations should its performance thereof be delayed or prevented by force majeure. Force majeure shall include hostilities, civil commotion or riots; strike or lockout; epidemic, pandemic, norovirus, accident, fire, flood, earthquake, windstorm or explosion; lack of or failure of transportation facilities; lack of or failure of power facilities; regulation, ordinance, or requirement by any government or governmental agency having or claiming to have jurisdiction over the subject matter of this Agreement or over the parties; or any act of God or of Government; or any cause, existing or future, which is beyond the reasonable control and without the fault or negligence of the parties.

INDEMNITY

Each party agrees to indemnify and hold harmless the other party and its employees, members, landlord, successors and assigns, from any claims, liabilities, losses, damages and expenses (including, without limitation, reasonable attorney's fees) asserted against the other party and arising out of the indemnifying party's negligence, willful misconduct and negligent performance of, or negligent failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. Hotel and Group agree to cooperate with each other to ensure compliance with such laws.

EXTENT OF AGREEMENT; AMENDMENT

This Agreement, and any exhibits attached hereto, represents the entire and integrated agreement between the Lodge and the Group and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instruments signed by both the Lodge and Group.

CONFIRMATION

The group contact's signature on this Agreement below shall constitute legal representation that Bowling Family Reunion accepts all of the terms and conditions described herein. **This Agreement must be returned to the Lodge signed by group contact no later than March 12 2021** or it will be deemed invalid and of no effect. IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first written above.

[DUAL_SIGNATURE]