

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between The Hawthorne Inn & Conference Center, 420 High Street, Winston-Salem, NC 27101 and Overeaters Anonymous NC State Convention 2020.

CONTACT INFORMATION:			
ORGANIZATION:	Overeaters Anonymous NC State Convention 2020	HOTEL CONTACT:	The Hawthorne Inn & Conference Center
NAME:	Joanne Peck	NAME:	Serah Brown
TITLE:		TITLE:	Sales Manager
ADDRESS:		ADDRESS:	420 High Street Winston-Salem, NC 27101
PHONE NUMBER:	336-451-9501	PHONE NUMBER:	336-397-8300
FAX NUMBER:		FAX NUMBER:	336-777-3282
EMAIL:	doseyann1@yahoo.com	EMAIL:	serbrown@hawthorneinn.com
EVENT DETAILS			
EVENT NAME:	Overeaters Anonymous NC State Convention 2020	DATES:	05/01/2020 - 05/03/2020
METHOD OF PAYMENT:	Guests are responsible for all charges. Individuals pay own and guarantee rooms with a credit card or advance deposit.	RESERVATION METHOD:	Reservations may be made by calling 336-777-3000 and requesting the Group Name as outlined in the agreement.
CONTRACT DUE:	02/01/2019	CUTOFF DATE:	12:01 AM on 04/01/2020

CONCESSIONS:

- The Bayberry Bistro serves complimentary breakfast daily.
- Complimentary internet is provided for all guests.
- 2 complimentary guest rooms for speakers
- Complimentary parking for all guests
- Reduced meeting room rental

GUEST ROOM COMMITMENT/GROUP ROOM RATES

The Hotel agrees that it will provide, and Overeaters Anonymous NC State Convention 2020 agrees that it will be responsible for utilizing, 110 room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

ROOM TYPE	RATE	05/01/2020	05/02/2020
		Friday	Saturday
Queen/Queen	\$95.00	27	27
King	\$95.00	28	28
Total Room Block		55	55

Hotel's room rates are subject to applicable state and local taxes (currently 12.75%) in effect at the time of check-out.

Important Dates:

- The Hawthorne Inn requires a \$500.00 deposit, signed contract and credit card authorization form to confirm your event.
- The final menu and set up details for your event will be due **30 days prior to the event.**
- 50% of the final estimated bill will be due **30 days prior to the event.**
- The final head count and payment are due **5 business days prior to the event.**
- Signed Banquet Event Order contract is due **3 weeks prior to the event. Events cannot proceed without a signed Banquet Event Order.**

COMMISSION

The group room rates listed above are net non-commissionable. Overeaters Anonymous NC State Convention 2020 will advise its designated agency of these rates and address any resulting agency compensation issues directly with the management of the appropriate agency.

CHECK IN/OUT TIME

Our standard check-in time is 3PM and checkout is 12PM. Should anyone with your group have reason to store luggage or other personal belongings before or after the stated check-in or checkout times, you may inquire with our front desk for other arrangements.

NO SHOWS

“No Show” guests will be billed one night’s room and tax in accordance with the guarantee given (i.e., deposit, individual credit card). Any remaining nights of a “no show” assignment will be cancelled unless we are instructed by you to reinstate the reservation.

GUEST ROOM CANCELLATION

Our standard cancellation policy for individual guest rooms booked within a group block is twenty-four (24) hours (by 4pm), prior to the scheduled arrival date.

ROOMS ATTRITION

Overeaters Anonymous NC State Convention 2020 agrees that it will pay Hotel \$95.00 for each room night not utilized below 50 room nights, plus applicable taxes, as a reasonable estimate of the harm the attrition will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.

GROUP ROOMS CANCELLATION

Overeaters Anonymous NC State Convention 2020 acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of Overeaters Anonymous NC State Convention 2020’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and Overeaters Anonymous NC State Convention 2020’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Overeaters Anonymous NC State Convention 2020 agrees to notify Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- a) it would be difficult to determine Hotel’s actual harm;
- b) the sooner Hotel receives notice of the Cancellation, the lower its actual harm is likely to be, because the probability of mitigating the harm by reselling space and functions is higher; and
- c) the highest percentage amount in the chart (the “Chart”) set forth below reasonably estimates Hotel’s harm for a last-minute cancellation and, through its use of a sliding scale that reduces damages for earlier cancellations, the Chart also reasonably estimates Hotel’s ability to lessen its harm by reselling Overeaters Anonymous NC State Convention 2020’s space and functions.

Overeaters Anonymous NC State Convention 2020 therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below, plus 100% of the meeting room rental revenue under this Agreement.

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to 5/1/2019	10% of Total Room Revenue* = \$1045.00
From 5/2/2019 to 8/1/2019	25% of Total Room Revenue* = \$2612.50
From 8/2/2019 to 11/1/2019	50% of Total Room Revenue* = \$5225.00
From 11/2/2019 to 2/1/2020	75% of Total Room Revenue* = \$7837.50
From 2/2/2020 to 5/1/2020	100% of Total Room Revenue* = \$10450.00

* "Total Room Revenue" is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by Overeaters Anonymous NC State Convention 2020's average room rate. If applicable, state and local taxes will be added to the amounts listed above.

Provided that Overeaters Anonymous NC State Convention 2020 timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Overeaters Anonymous NC State Convention 2020 relating to the Cancellation.

METHOD OF RESERVATIONS

Reservations may be made by calling 336-777-3000 and requesting the Group Name as outlined in the agreement.

CUTOFF DATE

Reservations by attendees must be received on or before 12:01 AM on, 04/01/2020 (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space- and rate-available basis at the Overeaters Anonymous NC State Convention 2020 group rate after this date.

NO ROOM TRANSFER BY GUEST

Overeaters Anonymous NC State Convention 2020 agrees that neither Overeaters Anonymous NC State Convention 2020 nor attendees of the Event nor any intermediary shall be permitted to assign any rights or obligations under this Group Sales Agreement, or to resell or otherwise transfer to persons not associated with Overeaters Anonymous NC State Convention 2020 reservations for guestrooms, meeting rooms or any other facilities made pursuant to this Group Sales Agreement.

BILLING ARRANGEMENTS

The following billing arrangements apply: Guests are responsible for all charges. Individuals pay own and guarantee rooms with a credit card or advance deposit.

PACKAGE DELIVERY

Groups that have information and/or amenity bags to be given out to attendees at check-in will be charged a fee of \$1.00 per package. If package has to be delivered to the room, the fee will be \$2.00 per package. These fees will be charged to the group master account.

FUNCTION INFORMATION AGENDA

Based on the requirements outlined by Overeaters Anonymous NC State Convention 2020, the Hotel has reserved the function space set forth on the below Function Information Agenda.

Day	Date	Start	End	Function	Room	Setup	ATTD	Rental
Friday	5/1/2020	07:00 AM	11:59 PM	Meeting	Sycamore 1&2	Theater	150	
Friday	5/1/2020	07:00 AM	11:59 PM	Meeting	Sycamore 3	Custom	32	
Friday	5/1/2020	07:00 AM	11:59 PM	Registration	Sycamore 1 Foyer	Registration	150	
Saturday	5/2/2020	07:00 AM	11:59 PM	Meeting	Sycamore 1&2	Theater	150	
Saturday	5/2/2020	07:00 AM	11:59 PM	Meeting	Sycamore 3	Custom	32	
Saturday	5/2/2020	07:00 AM	11:59 PM	Registration	Sycamore 1 Foyer	Registration	150	
Sunday	5/3/2020	07:00 AM	11:59 PM	Meeting	Sycamore 3	Custom	32	
Sunday	5/3/2020	07:00 AM	11:59 PM	Meeting	Sycamore 1&2	Theater	150	

Please note the above pricing does not include 20% service charge and current sales tax (6.75%).
The above meeting space holds a total of \$1250.00++ in rental fees. (Total of 1601.25 inclusive).

ONLINE AND PRINTED ADVERTISEMENTS

Any online or printed advertisement of the hotel must be approved by The Hawthorne Inn. Please email the link for proofing to your sales manager.

OUTSIDE FOOD/BEVERAGE POLICY

Outside food/beverage is prohibited in banquet facilities. All food and beverages served at functions associated with the Event must be provided, prepared and served by Hotel and must be consumed on Hotel premises.

LIQUOR LICENSE

Overeaters Anonymous NC State Convention 2020 understands that all alcoholic beverages are provided, prepared, and served by Hotel. Hotel’s liquor license requires that beverages only be dispensed by Hotel’s employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

FUNCTION CANCELLATION

The rates offered by us are based in part upon the total gross revenue anticipated by us from your agreement to use and pay for the events listed herein. You agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel for cancellation as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from food and beverage and meeting room rental listed herein.

Total Revenues of Room Rental=\$1250.00+6.75% tax=1334.38

- Cancellation of 1 to 2 years before event before event: 10%
- Cancellation of 270 to 360 days before event: 25%
- Cancellation of 180 to 270 days before event: 50%
- Cancellation of 90 to 180 days before event: 75%
- Cancellation of 90 days or less before event: 100%

GUARANTEE POLICY

For all functions, the hotel must have a specified attendance five (5) business days prior to the event. This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. The Hawthorne Inn will charge for the guarantee or the number served, whichever is greater. If no guarantee is received by this office in the time required, we will consider the number of guests initially indicated on the banquet event order as the guarantee. The hotel cannot be responsible for service of more than five percent over the guarantee.

ROOM AND RENTAL

Function rooms are assigned according to the anticipated number of guests. If there are fluctuations in the number of attendees, or should more appropriate space become available, the hotel reserves the right to accordingly reassign the banquet function room. The client will begin the function at designated time per the banquet event contract and agrees to have guests vacate the assigned areas at the closing time indicated per this contract. Failure to comply with these times will be subject to additional labor and/or rental charges. Any extended usage is subject to availability.

LIABILITY

The Hawthorne reserves the right to inspect and control all private functions. Liability for damage to the premises will be charged accordingly. You will be responsible for any damages to any part of the hotel during the time period for your event and for any persons under your control or contractors hired for the event. Loud, lewd or vulgar behavior is not permitted. The hotel may require the client to contract additional security at their expense if management deems it necessary.

The Hawthorne Inn reserves the right to cancel any function, at any time, if management determines that there has been any misrepresentation in the booking. Examples of misrepresentation include, but are not limited to, falsifying or intentionally under/overestimating the attendance numbers for an event, nondisclosure of pertinent event details, and failure to accurately indicate the type of event being held. In the event a function is cancelled due to misrepresentation, the client forfeits all deposits and will be charged for the total estimated revenue of the event, plus any other related expenses incurred by the hotel.

Patrons are fully responsible for any injury to any and all guests attending a contracted function as well as vendors contracted by the patron except those caused by negligence of The Hawthorne Inn.

The hotel cannot assume responsibility for personal property and equipment brought on the premises as well as equipment, materials or personal property left in the hotel prior to, during, or following any function.

DECORATIONS

The hotel will not permit the affixing of anything to the walls, floor or ceiling with push pins, nails, staples, tape, or other substance unless approved by the Sales Department. Pre-approved hanging/display methods include all 3M Command quick-release adhesive products.

All decorations must be pre-approved by the Sales office. Prohibited decorations include candles with open flame, confetti, bird seed, rice, glitter and any other decoration that cannot be removed in full by the client at the end of the event. All client decorations must be removed by client within one hour of the event end time. Any remaining decorations or packaging/waste left in meeting facilities or not discarded will incur a cleanup fee not to exceed \$300, plus sales tax.

STORAGE AND OTHER CHARGES

A labor charge will be assessed for unloading vehicles and moving items to storage and meeting rooms. On-site storage facilities are limited. Materials should not be delivered to the hotel earlier than three days prior to the function date. Advance notice is required for large quantities of materials being delivered or any items weighing over 100 pounds total weight. A storage fee will be assessed based on quantity of item and length of storage. More than three boxes, and/or delivery more than 3 days prior to event will each incur a charge of \$5.00 per box, per day. Items being sent to the hotel for events must have the contact name, event name and date of event clearly labeled.

We are happy to assist you with your copying and faxing needs. Please note the following associated charges:

Copies 10¢ per page

Fax \$3.00 for up to 5 pages; \$1.00 for each additional page

International Fax \$10.00 for up to 5 pages; \$1.00 for each additional page

SMOKING

No use of tobacco products or electronic cigarettes is allowed on Hawthorne Inn property. We discourage the use of tobacco products by Hawthorne Inn staff or visitors. Smoking is permitted only outside in the designated areas.

WEAPONS

Weapons are prohibited on The Hawthorne Inn property. "Weapons" is defined as any object used to intimidate, inflict bodily harm, or kill such as firearms, knives or blades, brass knuckles, mace, pepper spray, etc. Only law enforcement personnel with statutory authority (authority to enforce federal, state or county law) are permitted to carry weapons on The Hawthorne Inn property.

DISPUTE RESOLUTION

In the event of dispute resolution, the non-prevailing party will pay the other's costs and attorney's fees.

The Hawthorne
Inn & Conference Center 

420 High Street
Winston Salem, NC 27101

Credit Card Authorization

I, _____ authorize The Hawthorne Inn and Conference Center to bill my credit card **(If card is for holding rooms only please check section marked below.)*

Please Check Card Type: Visa _____ MasterCard _____ American Express _____ Discover _____
Full Credit Card _____ Expiration Date _____
Name on Card _____ Card Holder Phone# _____

GUEST /GROUP NAME _____

GUEST / GROUP NUMBER _____

ARRIVAL DATE: _____ DEPARTURE DATE _____

CONTACT NAME _____ Telephone # _____

PLEASE CHECK ALL THAT APPLY:

ROOM & TAX ONLY _____ ALL ROOM CHARGES _____

I agree to continue to pay these charges if the guest stay's longer: Yes _____ No _____

ROOM RENTAL CHARGES: _____

ESTIMATED AV CHARGES: _____

I understand that this amount is subject to change based on the event space that I use and any AV changes that are made for my event, plus applicable service charge and sales tax)

****ROOM GUARANTEE ONLY _____ (Card will be charged for any no-shows)***

Authorized Signature _____

Date _____

Phone number: 336-777-3000---Toll Free: 800-972-3774--- Fax Number: 336-777-3282

Fax this form back to the number above with a cover sheet addressed to your sales manager or email this form back to your Hawthorne Inn Sales Contact Person.

Thank you!