

R·I·T INN

C O N F E R E N C E C E N T E R

5257 W. Henrietta Road, Henrietta, NY 14467
Telephone: (585) 359-1800 Fax: (585) 334-9621

The following represents an agreement between the R·I·T Inn & Conference Center and Rochester Area Convention NA (RACNA) collectively the "Parties," and outlines the specific conditions and services to be provided.

ORGANIZATION: Rochester Area Convention NA (RACNA)
Today's Date: July 10, 2020

GROUP CONTACT:

Name: Mr. Mark Jabaut
Street Address: PO Box 30485
City, State, Zip Code: Rochester, NY 14605
Phone Number: (585) 447-8047
E-Mail Address: Markrjabaut2@gmail.com

NAME OF EVENT (Post As): 2021 RACNA

SLEEPING ROOM COMMITMENT

The Hotel will provide (117) "Total Room Nights" as follows:

		Fri 06/11/2021		Sat 06/12/2021	
	Occupancy	Rooms	Rate	Rooms	Rate
Standard Guestroom	S	52	\$99.00	65	\$99.00

Hotel's room rates are subject to applicable state and local taxes (currently 14% per room per night) in effect at the time of check-in. The above room rates are commissionable.

The group rate will be honored 3 days pre-conference and post-conference, based on availability.

You will be entitled to (1) complimentary room night for every thirty (30) revenue generating room nights actually occupied throughout the duration of your function.

The groups net rate (quoted rate less any and all rebates) is commissionable to Conference Direct at 10% after the group's departure date and after receipt of full payment. The agency IATA # is 05759946. We must have W-9 on file before we can make payment. Commission will be paid within forty-five (45) days of group's departure from hotel.

The hotel agrees that RACNA could not have negotiated more favorable terms had they negotiated directly with the Hotel as opposed to using ConferenceDirect, LLC. Hotel and RACNA further agree that commissionability for the booking of this meeting is non-cancelable and non-transferable to another third party or agency. Hotel's obligation to pay commission is exclusive to Hotel, and Group shall have no obligation to pay any commission whatsoever.

Initials: _____

GUESTROOM ATTRITION

Hotel is relying upon contracted group room blocks. A loss will be incurred by Hotel if group's actual usage is less than 80% of the Room Night Commitment.

To determine attrition damages, apply the following formula:

- Determine the Group's minimum block by multiplying the total number of rooms blocked (117) by 80%.
- Determine the number of total rooms available in the Hotel for sale by subtracting complimentary and out of order rooms from total inventory.
- Determine unsold rooms by subtracting total occupancy from total rooms available.
- For each room night, Group will pay the amount equal to the Group's single confirmed group rate (\$99.00) (plus tax, if required by applicable law) times either the number of unsold rooms in the Hotel for the night; or the difference between Group minimum block and actual Group pick-up whichever is the lesser amount. This amount will be considered "unsold room revenue" payable to the Hotel as liquidated damages, and not a penalty, in a reasonable attempt by parties to calculate the damages suffered by Hotel for losses due to Group's breach.
- For any day that the hotel achieves 95% occupancy or higher during the event dates, the Group will receive full credit for achievement of the contracted block for that day.
- ConferenceDirect will provide the hotel with a complete list of conference attendees. The hotel will compare the in-house room reservations list versus the registration list. Any rooms identified outside of the block, but as part of convention attendance, will count towards the group's pick and any/all concessions associated with this contract. All rooms identified outside of the block are commissionable at 10% to ConferenceDirect.

NONSMOKING FACILITY

Smoking is totally prohibited throughout the Hotel. This includes guestrooms, corridors, bars and lavatories. Smoking in a guestroom will result in a \$400.00 charge in order to cover our costs of cleaning bedding, draperies and carpets. Smoke alarms are fitted where necessary. If a group check-in is requested, individuals assume responsibility for any smoking charges. Thank you for not smoking.

RESERVATIONS, CUT-OFF, AND CHECK-IN

Individuals are requested to contact the Hotel directly at 585-359-1800 or visit our website at www.ritinn.com for reservations.

Cut-Off Date: Friday, May 21, 2021 Check-In Time: 3:00pm

Check-Out Time: 12:00pm

At the cut-off date, Hotel will release the unreserved rooms for general sale. Any reservation received after the cut-off date will be accepted on a space or rate available basis.

In order to expedite check-in, we request all reservations include the following information:

- Arrival and Departure dates
- Estimated time of arrival
- Requested room preference (single or double/double, non-smoking) – Every effort will be made to accommodate these requests, however, we cannot guarantee specific room preferences and our inability to be able to meet this request will not be considered a breach of agreement.
- Credit card type, number and expiration date to be used for payment

GUARANTEED RESERVATIONS

All reservations must be guaranteed and accompanied by a first night room deposit, or guaranteed with a major credit card.

INDIVIDUAL BILLING ARRANGEMENTS

The following billing arrangements apply:
 [XXX] Individual to pay all charges

LATE CHECKOUT

In the event that any of the Group's overnight guestrooms require a late checkout on their scheduled date of departure (any time after 12:00pm noon up until 5:00pm), a late checkout fee will be assessed. This charge will be 50% of the contracted overnight guestroom rate plus applicable state and county taxes. These requests will be honored based upon house availability. Guests requesting departure after 5:00pm are obligated to pay the full overnight guestroom rate and applicable taxes.

DAMAGE & LIABILITY

Any damages to Hotel property will be billed and collected from the offender (parent or legal guardian if under 21 years of age). Charges assessed will include but not be limited to replacement costs, labor costs, administrative expenses, and any applicable taxes.

The Hotel does not allow confetti, glitter, adhesive tape, sand, rice or bird seed anywhere in or around the Hotel. If the Hotel finds these items, the group will be charged a clean-up fee that will be assessed starting at \$100.00.

BLATANT VANDALISM WILL NOT BE TOLERATED BY THE RIT INN AND CONFERENCE CENTER

FUNCTION AGENDA

Based on the requirements outlined by the Group, the Hotel has reserved the function space set forth in the below Function Agenda / Event Agenda.

Date	Time	Function	Room	Setup	AGR	Rental
Fri, 06/11/21	6:00 AM - 11:59 PM	Hospitality Room	Charades	Existing	50	
Fri, 06/11/21	6:00 AM - 11:59 PM	Registration	PreCourt	Vendors	10	
Fri, 06/11/21	8:00 AM - 6:00 PM	Breakout	Salon C	Theater	75	\$350
Fri, 06/11/21	8:00 AM - 6:00 PM	Breakout	Salon A	Theater	75	\$350
Fri, 06/11/21	8:00 AM - 6:00 PM	Breakout	Salon B	Theater	75	\$350
Fri, 06/11/21	8:00 AM - 11:45 PM	Meeting	Iroquois Ballroom	Theater	500	\$900
Fri, 06/11/21	8:00 AM - 11:59 PM	Storage	Council Room	Special		
Fri, 06/11/21	8:00 PM - 2:00 AM	Reception	Henrietta Ballroom	Rounds	200	
Sat, 06/12/21	6:00 AM - 11:59 PM	Hospitality Room	Charades	Existing	50	
Sat, 06/12/21	6:00 AM - 11:59 PM	Registration	PreCourt	Vendors	10	
Sat, 06/12/21	8:00 AM - 4:00 PM	Breakout	Salon C	Theater	75	\$350
Sat, 06/12/21	8:00 AM - 4:00 PM	Breakout	Salon A	Theater	75	\$350
Sat, 06/12/21	8:00 AM - 4:00 PM	Breakout	Salon B	Theater	75	\$350
Sat, 06/12/21	8:00 AM - 11:45 PM	Meeting	Iroquois Ballroom	Theater	500	\$900
Sat, 06/12/21	8:00 AM - 11:59 PM	Storage	Council Room	Special		
Sat, 06/12/21	6:00 PM - 2:00 AM	Dinner	Henrietta Ballroom	Rounds	200	
Sun, 06/13/21	6:00 AM - 11:59 PM	Hospitality Room	Charades	Existing	50	
Sun, 06/13/21	6:00 AM - 11:59 PM	Registration	PreCourt	Vendors	10	
Sun, 06/13/21	8:00 AM - 11:45 PM	Meeting	Iroquois Ballroom	Theater	500	\$900

Based on the Function Agenda above, the Event set-up charges are \$4,800.00. Any changes made to the above function agenda will result in a revision of the current set up charges. Meeting room set-up charges include: guest amenity table; linens and skirting on all tables; podium for speaker's use and a Custom *Delphi Diagrams* layout of room set-up to Group specifications prior to the Event.

FOOD & BEVERAGE MINIMUM

Based upon the above agenda, the food and beverage minimum is \$8,500.00. This encompasses the total Food and Beverage requirements, exclusive of Cash Bar revenues, audio visual and other miscellaneous charges. It is also exclusive of applicable Sales Tax and Administrative Fees. Should the total food and beverage revenue fall below \$7,650.00 (90% of the committed revenues herein), the group agrees that the difference will be due in the form of room rental or additions to the menu, subject to Sales Tax and Administrative Fees.

SPECIAL CONCESSIONS

- (1) Complimentary room night for every thirty (30) revenue generating room nights actually occupied throughout the duration of your function
- Complimentary wireless internet in meeting space as well as guestrooms
- The group rate will be honored 3 days pre-conference and post-conference, based on availability.

METHOD OF PAYMENT

1. A non-refundable advance deposit of \$1,000.00 will be required in order for us to hold your arrangement on a definite basis. This advance deposit is due on Friday, July 17, 2020 and is payable by cash, check or credit card.
2. A valid credit card number will also be needed on file, please fill out the attached credit card guarantee sheet and return to the hotel by Friday, July 17, 2020.
3. If charges relating to the function are not paid in cash or check at the completion of the function, they will be posted to the credit card number on file.
4. All payments by check must be approved through "Certeqy" guarantee services. The Catering Service Manager or designated representative is responsible for check approval obtained at the Front Desk before the event contact departs.

Any credit card used to hold space must remain active and retain an available authorization amount equal or greater than the anticipated cost of the function. Should the account not retain this amount of credit available, we would ask that another method of payment guarantee or a deposit in full be made to allow us to continue to hold the space. If we do not have an acceptable method of guarantee payment at any time we are holding space, we reserve the right to release the space with or without notice.

MENUS

Menu prices are effective through December 31, 2020. Any function held after June 30, 2021 may be subject to a possible price increase based on market condition.

TAX EXEMPTIONS

If Rochester Area Convention NA (RACNA) maintains New York State tax exempt status, the Group must provide Hotel with a New York State tax exemption certificate(s) by Friday, July 17, 2020 in order to be exempt from tax charges. Payment for the event must be received from a credit card or checking account in the organizations name, in order to remain tax exempt.

ATTENDANCE GUARANTEES

For all food and beverage functions, a final guarantee of attendance is due **five (5) business days** prior to the event (the "Attendance Guarantee"). If an Attendance Guarantee is not provided by the Group, the Hotel will consider the original expected count to represent the anticipated Group attendance. This number will become the Attendance Guarantee and the Group will be billed for that number. The Hotel will be prepared to set and serve 5% over this guarantee.

Should Group wish to offer its guests a choice of entrees, please observe the following procedures. The first course as well as the dessert must be the same selection for all guests. Entrée choices are limited to **three** selections. The quantity for each selection must be provided at the time of the Attendance Guarantee (five business days in advance of your event). The host must provide place cards to identify your guest entrée choice and should clearly indicate either by a color-coded dot, or letters such as (B) for beef, (C) for chicken, (F) for fish and (V) for vegetarian.

FOOD AND BEVERAGE HEALTH & SAFETY POLICY

To ensure the safety of our guests, it is policy that no food or beverage items may be brought into or removed from the premises. Any violation of this policy violates the claim of custody in the proper care for items both served by the Hotel or items in which the Hotel had control. By entering into this agreement, to the extent legally allowed in the State of New York and the County of Monroe, New York, you are waiving any rights of recourse related in any manner to this policy.

SECURITY

The Hotel will not assume responsibility for the damage or loss of any merchandise or articles left in the Hotel prior to, during or following the Event. For your convenience, this includes gift boxes, gift envelopes, cake tops, and other items. Safety deposit boxes are available at our Front Desk. Special arrangements for securing these articles can be made with your Sales Event Manager.

ADMINISTRATIVE FEE

THIS ESTABLISHMENT CHARGES A 22% ADMINISTRATIVE FEE TO OFFSET COSTS ASSOCIATED WITH THE ADMINISTRATION OF YOUR EVENT. THIS ADMINISTRATIVE FEE IS NOT A GRATUITY AND IS NOT DISTRIBUTED TO THE EMPLOYEES WHO SERVICE YOUR EVENT.

TAXES

All charges incurred during the Event are subject to State and Local taxes unless documented proof of exemption is provided.

FORCE MAJEURE

The performance of this Agreement by either Party is subject to acts of God, terrorism, curtailment of transportation, government authority, disaster, or other emergencies, any of which make illegal, inadvisable, or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one part or the other without liability.

Should the group cancel due to Force Majeure, the deposit will be refunded within forty-five (45) days.

RESALE CLAUSE

Should Group re-book Hotel with another meeting(s) within one (1) year from the date of cancelled meeting, Hotel will credit 100% of all rooms revenue generated by such rebooking toward the damages paid by Group resulting from the cancellation of this event. Such credit(s) will not exceed the amount of damages paid by Group.

INSURANCE

The Hotel is owned by a third party and managed by Gunther & Associates, LLC. In this agency relationship Gunther & Associates, LLC carries general liability insurance for the purpose of protecting itself, the ownership and legal entity from claims made against such for many actions. It does not cover any acts, omissions, etc. from third parties; therefore Hotel requires **all** third party vendors, purveyors or the like ("Third-Party Vendors") to provide the insurance exactly scripted as follows:

Third-Party Vendors, working on or using the Hotel, shall, at its own expense, maintain insurance as outlined below with minimum limits as referenced. "Gunther & Associates, LLC" and "The 5257 West Henrietta Road, LLC" and "Rochester Institute of Technology" shall all be named as an additional insured on policies providing coverage for #1 and #3 below;

1. **Commercial General Liability**: \$1,000,000 per occurrence/\$2,000,000 aggregate written on an occurrence basis. In the following situations, the general liability coverage must also include:
 - a. If the Organization's event involves participants who are minors or vulnerable adults then Sexual Abuse / Molestation coverage is required. This coverage should be noted on the certificate of insurance.
 - b. If the Organization's event involves athletic participation then there can be no exclusion for athletic participation. This coverage should be noted on the certificate of insurance.
2. **Auto Liability**: (included owned, hired and non-owned autos): \$1,000,000 combined single limit (each accident).
3. **Excess Liability**: \$3,000,000 minimum limits in excess of underlying limits. The umbrella shall be no more restrictive than underlying coverage.
4. **Worker's Compensation and Employer's Liability**: Statutory New York State limits. Additionally, if applicable;
5. **Professional Liability**: Minimum limits of \$1,000,000. Coverage shall be maintained for at least four years subsequent to the termination date of this contract; during such four year period, Supplier shall assure that there is no change to the retroactive date of coverage.

These coverages and limits are to be considered minimum requirements under this Agreement/Purchase Order and in no way limit the liability of the Third-Party Vendor.

This insurance shall be written by a company licensed to do business in New York State with a minimum A.M. Best rating of A- VII. Each policy shall provide for notification to Gunther & Associates, LLC (30) days prior to termination, material change, or restrictive amendments. The insurance companies issuing the policies shall have no recourse against Gunther & Associates, LLC for payment of any premiums or for any assessments under any form of policy. Gunther & Associates, LLC reserves the right to request copies of insurance policies.

The insurance policies referred to above shall be primary insurance ahead of any insurance carried by Gunther & Associates, LLC with respect to this Agreement.

INSURANCE (Continued)

Third-Party Vendor shall provide a certificate of insurance to Gunther & Associates, LLC, evidencing this coverage prior to performance of the Agreement and annually thereafter, at policy renewal dates throughout the period services / goods are provided by the Vendor. This certificate of insurance should also note any self-insured retention/deductible amounts for each policy. Mail to: RIT Inn & Conference Center, 5257 West Henrietta Road, Henrietta, NY 14467, Attn: Accounting Department or fax to: (585) 359-7733.

SHIPPING AND RECEIVING

Hotel requests that Group include the following information must be on the packages received by the Hotel for the Event:

1. NAME OF SENDER
2. COMPANY OF SENDER
3. ADDRESS AND PHONE NUMBER OF SENDER
4. GROUP ARRIVAL DATE
5. GROUP CONTACT
6. GROUP NAME
7. TOTAL NUMBER OF BOXES (1 of 2 etc.)
8. HOTEL SALES CONTACT

The Street/Shipping address of the Hotel is:

**THE RIT INN & CONFERENCE CENTER
5257 WEST HENRIETTA ROAD
HENRIETTA, NY 14467**

The Hotel **will not** accept packages any earlier than (3) days prior to the Event. Any packages left at the Hotel for longer than **three (3)** days after their program will be discarded. If packages need to be shipped back to Group, a **Shipping Form** must be completed. The Group may obtain a Shipping Form from our Maitre' D or a Catering Service Manager. **NO** Packages will be shipped out of the Hotel without the proper completion of this form. Please advise Hotel in advance if this procedure will be needed. **Special arrangements must be made in advance with your Event Manager if you are shipping 10 packages or more and/or your single package is over our weight limit of 100 pounds. Our staff will not be responsible for packages delivered to the Hotel that does not meet the above requirements. Our staff will not be responsible for loading and/or unloading of packages. ALL packages must be pre-arranged for an inside delivery.**

Please consult your Hotel Sales Contact with any questions to ensure prompt processing of your material.

CHANGES, ADDITIONS, MODIFICATIONS

This Agreement embodies the entire agreement and understanding by and between the Parties with respect to the subject matter herein referred to, and no representation, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification shall be valid or binding unless the same is in writing and signed by both parties. Any details contained in a Banquet Event Order ("BEO") shall be in addition to the details included in this Agreement. To the extent that the terms and conditions of a BEO conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall govern.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to its conflict of law rules), and shall be binding upon the parties hereto. The Parties agree to the exclusive jurisdiction of the state courts located within Monroe County, New York and the federal courts located in the Western District of New York, Rochester, New York to adjudicate any dispute arising out of this Agreement.

SEVERABILITY

If any part of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The part held invalid shall be modified as required by law or the tribunal of competent jurisdiction.

CORONAVIRUS COVID-19 MUTUAL RELEASE

While we know of the COVID-19 pandemic there are many uncertainties that neither Party can anticipate at this time: when the meeting rooms will be allowed to reopen; what it will look like (capacity restrictions, spacing, etc.); if a second wave will hit; and the potential for further restrictions on either Party. Because of this we are implementing a mutual release to protect both Parties from their inability to meet the performance clauses in this contract due to COVID-19 related matters. Should the Group need to cancel the event or room block **for COVID-19 reasons** you will be asked to provide in writing the issue and if the Hotel agrees the issue is COVID-19 related, the Hotel will waive any cancellation fees. Should the Hotel be prevented from performing any or all of our obligations under this agreement **for COVID-19 reasons only**, the Hotel will provide the reason in writing and not be held liable for non-performance under the terms of this agreement.

It will be our hope and intent that should this clause need to be enacted, that the Parties can work together to reschedule the event or room block when appropriate.

CANCELLATION POLICY

It is agreed that the following schedule represents the amount of liquidated damages to be paid by the group in the event that a cancellation occurs:

1. Between signature date to December 11, 2020, liquidated damages will be 50% of committed revenue (\$12,442.00)
2. Between December 12, 2020 to March 11, 2021 arrival, liquidated damages will be 60% of committed revenue (\$14,930.00)
3. March 12, 2021 to arrival date, liquidated damages will be 80% of committed revenue (\$19,906.00)

ACCEPTANCE

The Hotel requests that the Group sign and return a copy of this Agreement, along with your deposit of \$1,000.00 by Friday, July 17, 2020. This Agreement once executed will constitute a binding contract between the Parties. The individuals signing below represent that each is authorized to bind his or her Party to this Agreement. If this Agreement is not received by the date above, all rooms and space referred to herein will be released, and neither Party will have any further obligations under this Agreement.

The Hotel and Group have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.