



### Master Contract

Music Road Resort Hotel, Music Road Resort Inn, and/or Music Road Resort Convention Center holds guest rooms and/or convention center space based upon the signed proposal. The following explains the terms and conditions of our agreement:

#### **Accommodations**

All rooms are assigned "run of the house" with no guarantee of specific room types or building. Rooms are assigned at Music Road Resort discretion, based on availability.

Music Road Resort will review room pick-up at the conclusion of your event and will make adjustments to future contracts that reflect a room block no more than 10% above current year pick up. Convention center space may also be adjusted accordingly.

Sales tax of 9.75% and lodging tax of 2.50% is applicable to all guestrooms. Tax Exempt certificate must be attached to the signed contract if applicable. Personal credit cards cannot be used to pay for non-taxable items. A company/organization credit card or check must be provided per State of Tennessee Regulations.

Check In: 4 pm

Check out: 11 am

Should your function or event continue past 11 am the day of checkout, you are responsible for informing attendees of the 11 am checkout time in order to avoid additional room charges.

#### **Deposit**

To finalize this contract, a deposit in the amount of \$500.00 is due within 30 days of the contract issue date.

#### **Settlement Statement**

Settlement in full of your master billed items is expected upon check-in.



### **Credit/Billing Arrangements**

This agreement shall bind Group and Music Road Resort to the preceding terms. A Credit Card Authorization form or Purchase Order, and a Deposit by Credit Card or Check is required by 60 days prior to the event. Should this information and signed contract not be received by the due date, Music Road Resort Hotel, Music Road Resort Inn, and/or Music Road Resort Convention Center reserves the right to release the specified guest rooms and convention center space without further notification.

Please be advised that charges billed to your master account are due and payable upon check-in. Any balances not paid upon check-in are subject to a finance charge of 1 ½% (18% annually or the maximum allowed by law) and will be added to the unpaid balance.

### **Master Guest Room Billing Instructions**

In order to avoid any room release penalties, the GROUP should provide a COUNT OF MASTER ROOMS REQUIRED TO BE HELD BY HOTEL 45 DAYS PRIOR TO ARRIVAL.

A FINAL rooming list must be provided to the Resort 45-31 days prior to arrival indicating the Guest Name, Date of Arrival and Departure, and which nights the master will have responsibility for payment. Any nights that the guest may be responsible should also be indicated on the rooming list. Once Submitted this rooming list becomes a guarantee of these rooms. Any rooms released after 30 days will be automatically charged for all nights released based on the scale below. If same room types are added back after being released and the same room types included in the block are available, credit will be provided for the rooms picked back up against dropped room nights prior to the conclusion of event and resolution of the group's final charges.

IF A ROOMING LIST IS NOT SUBMITTED, the hotel will consider rooms held out by the group at the 30-day deadline as the GUARANTEED NUMBER. THAT WILL BE CHARGED TO THE MASTER ACCOUNT.



### **Convention Space Agreement**

Meeting room assignments are tentative, and are assigned at the discretion of Music Road Resort, and can be changed without notice. Specific meeting rooms cannot be guaranteed.

Meeting facilities are booked for specific times as stated on the Banquet Event Order. Early arrivals or late departure requests will incur additional hourly charges. Should the group not vacate at the time stated on the Banquet Event Order there will be an automatic \$100 per hour charge for each additional hour. Time will not be prorated.

Meeting Space will be set up as directed in your room layout provided to you by the Music Road Resort Events Manager. Standard set up includes tables, chairs, staging, (1) podium with (1) handheld microphone, standard white linens, daily room refresh and clean up. Any additional Audio Visual equipment or linens can be rented from Music Road Resort on a daily fee structure. A list of these additional items will be sent to you once the signed contract has been received, if you would like to reserve any of these, please contact our Events Coordinator at 865-286-1786.

Room Layouts are to be approved by the client a minimum of 7 days prior to arrival. Additional rental/move charges may occur if items are added or removed once onsite.

### **Food and Beverage** *(if applicable)*

- Food and beverage selections must be determined 30 days prior to the event.
- Final guaranteed guest count is due 7 days prior to the event and is not subject to reduction. In the event we do not receive your final count, the count outlined in the signed proposal will serve as your minimum guaranteed guest count.
- All food and beverage pricing are subject to a 25% service charge and 9.75% TN state sales tax.
- Music Road does not allow outside food and beverages.

PLEASE NOTE: Your Banquet Event Orders MUST be signed and final arrangements confirmed to the Catering/Events Department no later than 7 days prior to arrival. If the BEO's are not signed and returned within this time period, the room set-up, time of event and count will be considered final and any changes will incur additional cost.



### **Cancellation Policy**

Should the group cancel this agreement, Music Road Resort shall be reimbursed by the group for any loss in expected revenues, calculated in accordance with the following schedule:

#### **DAYS PRIOR TO ARRIVAL = ROOM REVENUE**

- 60 days prior to arrival = 25% of room revenue and or meeting space revenue
- 59-45 days prior to arrival = 50% of room revenue and or meeting space revenue
- 44-31 days prior to arrival = 75% of room revenue and or meeting space revenue
- 30 days prior to arrival = 100% of room revenue and or meeting space revenue

Room revenue is calculated based on the total number of room nights reserved multiplied by the rate. Your organization is financially obligated for the contracted number of rooms and will be posted to the master account.

Should your program change significantly, a re-evaluation of your current fee schedule may be warranted. Please note a change of dates constitutes a cancellation and is subject to damage fees.

In the event that a group has multiple year contracts and cancels an entire event, Music Road Resort retains the right to make any adjustments to future contracts, including canceling future contracts. Group waives rights to any damages resulting from this action.



### **Cancellation Procedure**

All booking cancellations must be in writing to the Music Road Resort Group Sales Department from the authorized person who executed the original contract and proposal. "CANCEL" should be written across the first page of the contract and proposal and dated and signed by authorized representative and returned by fax or via scanned copy to the sales representative at Music Road Resort responsible for the account. A phone call OR text only email cancellations will not be accepted. NOTE, ANY CANCELLATION MUST BE FAXED/E-MAILED TO OUR OFFICES AND VERIFIED BY YOU AS HAVING BEEN RECEIVED BY MUSIC ROAD RESORT PRIOR TO THE DEADLINE LISTED IN THIS CONTRACT TO AVOID PENALTIES.

### **Room Attrition Policy**

In the event the contracted room blocks are not fulfilled (picked up) by the group, the following reimbursement shall be made to the hotel.

#### **ROOM RELEASE DATE**

- 60 days Progress Report
- 46-59 days prior to arrival No Penalty
- 45-31 days prior to arrival Rooming List Due
- 30 days – day of arrival 100% of revenue rooms being held. Any rooms we are asked to hold or any extra rooms picked up during this time the group will be responsible for.

This schedule will apply to the rooms released during the release period and will be cumulative for rooms released at different points.

It is the responsibility of the group to monitor these release dates and provide counts at appropriate times. If a group releases rooms at 45+ days prior to arrival, they may then have the option to pick-up rooms as needed at the group rate on a space available basis up until 30 days prior to arrival as needed. The group should contact the Hotel Group Rooms Coordinator to confirm availability prior to committing rooms for attendees. The room revenue is calculated as the agreed upon group rate for the room types released, multiplied by the number of nights released.



### **Disclaimer of Liability**

This Letter of Agreement shall be governed by, and constructed in accordance with, the laws of Tennessee. In the event of any claim or litigation arising out of this agreement, or any breach of thereof, the venue for any such claim or litigation shall be in Sevier County, Tennessee, in any court of competent jurisdiction. In the event of a breach or a claim of breach of the Letter of Agreement, the prevailing party in any action on the breach or the claimed breach shall be entitled to recover costs and attorney's fees from the prevailing party.

The performance of this agreement by either party is subject to acts of God, war, government regulation, disaster, strikes, civil disorder, curtailment of transportation facilities, or other emergencies making it inadvisable, illegal, or impossible to provide the facilities or hold the meeting. It is provided that this agreement may be terminated for any one of the above reasons by written notice from one party or another.

Group shall protect and hold harmless Music Road Resort from any and all claims of loss or damages against the Music Road Resort Inn and/or Music Road Resort Hotel and Music Road Resort Convention Center. Pets are not allowed at Convention Center and Hotel facilities.

### **Signature/Acceptance**

Please sign and return a copy of this Letter of Agreement no later than 15 days after issue date. This agreement 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 on the signed proposal will be released, and neither party will have any further obligation under this agreement.



**Governing Law**

This agreement shall be governed by the laws of the State of Tennessee.

Accepted by:

*Authorized Representative*

Title:

Date:

Accepted by:

*Sales Representative Music Road Resort*

Title:

Date:

Approved by:

*Management Music Road Resort*

Title: **General Manager**

Date:



Date of Proposal: Thursday, September 22, 2022

Proposal I.D. # 1

Organization: Conner Middle School

Contact Name: Michelle Carroll

Street Address: 330 Cougar Path

City: Hebron State: KY Zip Code: 41048

Email Address: michelle.carroll@boone.kyschool.us

Cell Phone: \_\_\_\_\_ Day Phone: (859) 334-4410 Evening Phone: \_\_\_\_\_

We thank you for your interest in Music Road Resort. We value the opportunity to serve you and your group. Our goal is to make your event a success. Based on your meeting specifications, we are pleased to provide you the following proposal. Should you accept this proposal, we will issue you a contract containing the Terms and Conditions of the agreement. Music Road Resort will not secure guest rooms and/or meeting space until a signed contract has been received. This proposal is valid for 15 days from the date of proposal.

Accommodations

Location	Friday 05/05/23	Saturday 05/06/23	Sunday 05/07/23	Monday 05/08/23	Tuesday 05/09/23	Wednesday 05/10/23	Thursday 05/11/23	Friday 05/12/23	Saturday 05/13/23	Sunday 05/14/23
<b>Music Road Resort Hotel Rooms</b>										
Standards	0	0	0	0	0	0	0	0	0	0
Suites	0	0	0	0	0	0	0	0	0	0
Kings	0	0	0	0	0	0	0	0	0	0
<b>Music Road Resort Inn Rooms</b>										
Standards	20	0	0	0	0	0	0	0	0	0
Suites	0	0	0	0	0	0	0	0	0	0
Kings	0	0	0	0	0	0	0	0	0	0
Penthouse	0	0	0	0	0	0	0	0	0	0
<b>20 Total Rooms</b>	<b>20</b>									
<b>Music Road Resort Hotel Rate</b>										
Standards										
Suites										
Kings										
<b>Music Road Resort Inn Rate</b>										
Standards	\$150									
Suites										
Kings										
Penthouse										

Room rate does not include applicable taxes currently at 9.75% Sale Tax, 2.50% Occupancy Tax. All rooms are assigned run of the house with no guarantee of specific room type. Rooms are assigned at Music Road Resort's discretion, based on availability.

[illegible]



#### Proposal Details

**Deposit:**

Deposit in the amount of \$500.00 is required to complete your contract.

## YOUTH GROUP RULES

We would like to ask your assistance by advising your group of the following rules

1. Please request young guests to not play their televisions or radios too loudly and refrain from running in the lobby, hallways, or pool area.
2. Use towels provided by Front Desk Personnel for all water activities.
3. Quiet time is from 10: 00P.M.to7:00A.M.
4. Please remind them that there are other guests in the hotel who may be sleeping. Also please be considerate of small children around the pool area. No glass or visible alcoholic beverages are allowed in pool and common areas by adults.
5. We require leaders and/or chaperones to be with the group whenever they are on property.
6. The adult/chaperone in the room will be held responsible for any damages incurred by its members or guest.
7. In the event that any complaints are received about an individual or your group, they will be warned one time by the management on duty. A second complaint received will result in your being contacted (as a group leader and/or chaperone). If further complaints are received, you will be asked to vacate the property; and furthermore, you will be billed for any refunds or room adjustments the hotel must give our guests due to the behavior of your group or any member of it. The amount refunded will be added to your master account.
8. **IT IS SUGGESTED THAT THE GROUP LEADER** does a walkthrough of all rooms PRIOR to distributing keys and make note of any damages and notify the front desk upon completion. A manager on duty can inspect any issues and note prior to guest entering rooms.

