



Group/Conference Sales Agreement (Section 1)

Group Name: Department of Health Date: Mon, Dec 11, 2017
 Name: Shelley Argabrite
 Address: X City: Oakland State: MD Zip: 21550
 Phone: _____ Cell: _____ Fax: _____
 E-mail: shelley.argabrite@maryland.gov

Tuesday , February 20, 2018 - Department of Health

Lodge room reservation information: (Refer to Sec. 2-I,J,K,M)

Signed Agreement Due: Thursday, December 21, 2017	Room Release Date: Monday, January 22, 2018	Cancellation Date: See Section 2 Letter G
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Billing Information: (Refer to Sec. 2-B,C)

Function Space Paid By:	Master
Incidentals:	Individual
Pre-Planned Events:	Bill to master
Tax Exempt	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes If yes a MD Tax Exemption Certificate must be on file prior to arrival before tax can be withheld.

(Please refer to Sec. 2-D)

Deposit & Payment (Refer to Sec. 2-H)

Due	Amount	Received	Type	Description
February 20, 2018	Full Amount		Payment	Final

SCHEDULE OF EVENTS (Refer to Sec. 2-,O,P,Q,R,S,T,)

30 days prior **Tuesday, February 20, 2018**

The information outlined below is only for reference. Detailed meeting agenda will need to be made by 30 days prior Tuesday, February 20, 2018

Arrangements are not finalized until Banquet Event Orders are returned signed. Meeting space will be held to accommodate program listed below upon receipt of signed agreement and deposit. Function rooms are assigned based upon the minimum number of people anticipated. We reserve the right to reassign space based on actual attendance. Food & Beverage will also have minimums based on the program as outlined below. All meeting rooms come with a one-time set-up; additional charges may be incurred for multiple changes in setup. Our Conference Service Manager can be reached at 301-387-4000 ext. 2296 to coordinate all details of event.

From	To	Function Name	Function Room	Covers	Cost
Tue 02/20 08:00AM	Tue 02/20 11:00AM	Breakfast & Meeting	Crawford	50	\$75.00
Tue 02/20 08:00AM	Tue 02/20 10:00AM	Buffet Line Per Diem Menu Buffet Breakfast (25 or more) – Cost: \$11pp + 20% gratuity Juice, Milk, Hot Tea, Coffee, Scrambled Eggs, Breakfast Potatoes, Bacon or Sausage, Pancakes or French Toast, Sliced Fresh Fruit, Assorted Pastries, Toasted Bread.	Morris	50	\$25.00 \$660.00

Decorations: No open flames of any kind are permitted within our resort such as candles or flaming desserts. The use of any pyrotechnics, fog, smoke or any other special effects will not be permitted within or outside the reception hall.

**TERMS AND CONDITIONS
(SECTION 2)**

- A. **“Contact”** person named in Section 1 of this agreement is the person directly responsible for the Group. No changes to prearranged plans, including charges, will be made without prior approval from the “Contact” person. If someone other than the “Contact” person is authorized to be responsible for the group, then Wisp Resort must be notified in writing of this additional “Contact” person prior to group’s arrival.
- A. **Group Master Account** represents the charges the Group will be directly responsible for payment. Changes that occur after the Banquet Event Order has been approved will require a signature on the Change Form by the Contact person authorizing the change and/or additional charges. Unless **prior arrangements** with Wisp Resort (WR) are made, Group’s final payment is due **7 days prior to arrangements**. If concerns arise from a credit or trade reference whereby Department of Health has not paid in a timely manner, the Resort reserves the right to increase the deposit amount due. Accounts are due and payable upon presentation of the statement. In the event any statement is not paid in full within 30 days after billing, it will be considered delinquent and will be subject to a 1.5% per month charge. The charge will be based upon the ending balance for the monthly billing period exclusive of new charges incurred during the billing period. The Department of Health agrees to pay all non-disputed accounts in full within thirty (30) days of billing. Disputed amounts not resolved between the parties after thirty (30) days will be submitted to Wisp Resort’s legal counsel. Both parties agree to jurisdiction in Maryland including venue in Garrett County, Maryland if a hearing is required to resolve amounts due. **Initials**
- B. **Individual**, are the charges the individual participant in the Group is responsible for payment.
- C. **Tax Exemption** status is offered only to groups recognized by the State of Maryland Tax Department as qualifying for state tax exemption. In order to receive tax exemption status at Wisp Resort, Group is required to provide a completed MD Tax Exemption Certificate to the resort along with their signed agreement. Only charges applied to the Master Account are considered tax exempt. Exemption does not apply to local taxes. Payment must correspond with name on certificate. Payment must be made by Company Check or Company Credit Card.
- D. **Deposit** applies to the advance payment required to confirm final details of the function. The **Master** deposit guarantees the overall agreement. An additional deposit may be requested to guarantee specific requirements not generally provided by Wisp Resort, but requested by the Contact person. If a deposit is NOT received by Wisp Resort on the dates shown in Section 1, the reservation is subject to cancellation. **Initials**
- E. **Release Date** is the last day the Group’s lodge room block will be held. On the release date, all remaining, uncommitted lodge rooms will be released into general lodging inventory. Reservations will be accepted after Release Date, subject to availability and prevailing rates.
- F. **Cancellation Date** is the final date the agreement can be cancelled without damages. A group cancellation occurring 0-90 days prior to arrival would result in the forfeiture of 100% anticipated group room, food & beverage, meeting space, and recreation. A group cancellation occurring 91-180 days prior to arrival would result in the forfeiture of 50% of the total anticipated revenues. A group cancellation occurring 181-365 days prior to arrival would result in the forfeiture of 25% of the anticipated group revenue. Any or all deposit money received will be retained by WR as damages for these unused items. If group experiences “no Shows”, or reservation deviations

from the information shown on the rooming list, Group will be charged for this unconsumed lodging, Food & Beverage, meeting space and recreation. Individuals responsible for making their own reservation against a Group lodge room block should contact WR Central Reservation Department. All individuals making reservations against a "room block" will be subject to the policies and procedures established by the WR Central Reservation Department. [REDACTED] Initials

- G. **Rooming List Due Date** applies to the list of group members whose lodging will be applied to a Master Account for payment by the Group. If the rooming list is not received on the date shown in Section 1 of this agreement, rooms being held may be released into general inventory. The release of the lodge room block does not mean the Group cannot make reservations; it means that the lodge room block no longer exist and all lodge room reservations are subject to availability and standard nightly rate(s). [REDACTED] Initials
- H. **Upon receipt of the signed Group Agreement** and any applicable deposits, a representative of the Wisp Resort will contact the group Contact person no later than sixty (60) days prior to group's arrival to discuss the group's specific needs. These plans will be sent to the Contact person in the form of a **Banquet Event Order (BEO)**. The Contact person should review and understand the terms of the Banquet Event Order. If the Contact person is in agreement, that person should sign and return the Banquet Event Order no later than the date shown in Section 1, Schedule of Events of this agreement. The plans shown on the Banquet of Event Order supersede the preliminary plans shown in the Schedule of Events in Section 1 of this agreement. Actual meeting rooms being held and the purpose of their use is not finalized until we receives a signed Banquet Event Order.
- I. The **posting or hanging of signs**, banners and/or posters is not permitted without prior written approval thirty (30) days prior to group's arrival. This written request must contain a description of the sign, banner and/or poster and the desired location. Wisp Resort will not assume responsibility for damage or loss of merchandise or articles left in the facility prior to, during, or following the outing. In addition, Wisp Resort will not be responsible for any items left behind and not claimed within five (5) days and which are disposed of. Any freight or shipping charges incurred as a result of materials or equipment delivered to, or picked up from Wisp Resort remains the sole responsibility of the client.
- J. Any **special activities** arranged by the Contact person for the group outside the scope of a normal group function must be approved at least thirty (30) days prior to the event date. If the proposed activity involves an outside contractor, that entity will be required to show proof of insurance and name Everbright Pacific, LLC as an additional insured and must be obtained from insurance companies authorized to do business in the state of Maryland with a rating in the Best's Key Rating Guide of at least "A-" and a financial size category of at least "IX".
- K. **Food and/or beverage. Group** agrees to provide a minimum of **\$660.00** in banquet food and beverage revenue (excluding tax and service charge). Should the Group's banquet food and beverage revenue fall below this amount; Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue plus any applicable taxes. This amount will be placed on the Group's Master Account. All food & beverage must be supplied, prepared, and served by Wisp Resort. All liquor, wine, and beer must be supplied and served by Wisp Resort. Wisp Resort will request proper identification (Photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is under age or proper ID cannot be produced. Neither the patron nor guests may bring to or remove from the premises, any food or beverage. Wisp Resort reserves the right to confiscate such food and/or beverages that are brought in violation of this policy. WR is not responsible for lost or stolen vouchers that may be distributed to individuals within a group.
- L. **Menu Selection** - to insure the availability of your selection, we require that you submit your menu choices at least 30 days prior to your first function event. No food & beverage may be removed from the function room.
- M. **Guarantees** – the initial expected number of attendees must be received 30 days prior to arrival. A minimum guarantee of attendance must be submitted 15 days in advance of your function. This number will be considered a minimum guarantee and will not be subject to reduction. This will be the figure used to prepare your bill even if fewer guests attend. An increase in numbers will be permitted up to 72 hours prior to your scheduled function and will be reflected at the time of billing. [REDACTED] Initials
- N. **Recreation** Wisp offers group rates for various activities. All activities have minimum group requirements. Some activities may have age, height or weight limits and may require waivers of liability. Many of the activities require advance reservation(s) as our facility is open to the general public. WR is not responsible for lost or stolen vouchers distributed to individuals within a group. All arrangements must be made 7 days prior to arrival.
- O. **Service charges, taxes and other fees** – All food and beverage charges are subject to 20% service charge and 6% sales tax.
- P. **Arrangements are not finalized until Banquet Event Orders are returned signed.** Banquet space will be held to accommodate program listed in Section 1. Banquet rooms are assigned based upon the minimum number of people anticipated. We reserve the right to reassign space based upon actual attendance. All space held comes with a one-time set-up fee, additional charges may be incurred for multiple changes in set-up. [REDACTED] Initials
- Q. **Resort Damages** and extraordinary cleaning will be the responsibility of the parties renting the room. Group will be required to provide payment from renters. Charges may be assessed above the rental fee charge.
- R. Wisp Resort must review and approve all printed or digital collateral information concerning the event prior to distribution to insure continuity with your group's needs and to protect the integrity of Wisp Resort.

- S. **Rights of Termination For Cause** This contract may be terminated or performance excused by either party without penalty for natural disasters, war, government regulation, terrorism, or any other emergency of a comparable nature beyond the parties' control, making it impossible, illegal or which materially affects a party's ability to perform its obligations under this agreement.
- T. **Smoking** – Wisp Resort is a smoke free property.
- U. **Quiet Time** is 10:00pm to 8:00am and is strictly enforced.
- V. **Check-In Time is 5:00PM & Checkout time is 11:00AM!** The check-in time is not a guaranteed time. It means that the earliest time the resort will begin checking guests into their lodge rooms. However, whenever possible, every effort will be made to check guests into their lodge rooms prior to the check-in time.
- W. Any variation or changes to this agreement must be made in writing and must be signed by both the client and Wisp Resort representative.

This signed Group Agreement should be sent to:
 Angela Thomason, 296 Marsh Hill Road, McHenry, MD 21541 or
 E-mail to AThomason@wispresort.com

I, the undersigned have read and understand all information contained in Sections 1 and 2 of this agreement. I also understand that no meeting space and /or lodge rooms will be held until a signed agreement is returned. In addition, if this signed agreement is not received; all information outlined in this agreement is subject to change or cancellation. The terms and conditions are an integral part of the agreement.

_____ Angela Thomason Date: _____

_____ Shelley Argabrite Date: _____

Office use only
 Initials _____ / _____