



100 Rue Charlemagne • Braselton, Georgia 30517
 Tel: (678) 425-0900 • Fax: (678) 425-6003

GROUP SALES AGREEMENT

Date of Issue: Friday, August 06, 2021

The following represents a **Group Sales Agreement** ("Agreement") between **Rockdale County Board of Commissioners** ("Group") and **Château Élan** ("Hotel") and outlines specific conditions and services to be provided.

Organization: Rockdale County Board of Commissioners
Contact Name: Deedra Golston
Contact Title: Project Coordinator
Address:

Phone: (770) 278-7019
Email: Deedra.Golston@RockdaleCountyGA.gov
Event Name: Rockdale County Board of Commissioners Retreat ("Event")
Event Date: Wednesday, September 8 – Saturday, September 11, 2021

GUEST ROOM BLOCK COMMITMENT

	Wednesday, 09/08/21		Thursday, 09/09/21		Friday, 09/10/21	
	Rooms	Rate	Rooms	Rate	Rooms	Rate
Chateau Inn Run of House	14	\$325.00	14	\$325.00	14	\$325.00
TOTAL GUEST ROOM NIGHTS	14		14		14	

Hotel room rates are subject to applicable state and local taxes in effect at the time of check in which is currently 7% State Tax, 8% Occupancy Tax, and a \$5.00 GA State Hotel and Lodging Fee per day.

CHECK-IN/CHECK-OUT

The Hotel check-in time is 4:00 PM. Room assignments prior to that time will be made on an availability basis. Check-out time is 11:00 AM.

RESORT FEE

A daily Resort Fee of **\$25.00** per accommodation will be charged and includes the following amenities:

- Live entertainment on weekends
- Resort pool access with poolside fire pit lounging
- Daily winery tour
- Recreational club access (tennis, basketball and volleyball courts)
- Driving range access (one complimentary range token; call Pro Shop for availability)
- Tennis court access (call Pro Shop to reserve court time)
- Resort bicycles (available 9:00am-5:00pm)
- Resort shuttle service to winery, spa and golf courses
- Fitness center access
- Wireless internet and unlimited local calls
- In-room coffee

COMMISSION

The group guest room rates listed above are net, non-commissionable.

SPECIAL CONCESSIONS

Hotel is pleased to provide the following concessions in acknowledgement of the importance of this event:

- Resort fee discounted from \$45.00 per night to \$25.00 per night

METHOD OF RESERVATIONS

Reservations for the Event will be made by a rooming list in a format provided by the Hotel. Group will forward the rooming list by **Wednesday, August 11, 2021**. All reservations must be accompanied by a first night room deposit, guaranteed with a major credit card, or guaranteed by Group. Hotel will not hold any reservations unless secured by one of the above methods.

CUT-OFF DATE

The reservations cut-off date is **Wednesday, August 11, 2021**. Reservation requests received after the cut-off date will be based on availability at the Hotel's prevailing rates and will be credited to the Group's guest room block.

ROOMS ATTRITION

Hotel is relying upon Group's use of 42 total room nights as outlined in the Guest Room Block Commitment section. Group agrees that a loss will be incurred by Hotel should there be a reduction greater than 10% in total room nights actually used.

Should the total room nights actually used by Group be less than 90% of the total room nights contracted, Group agrees to pay, as liquidated damages and not as a penalty, the difference between 90% of the total room nights contracted and Group's actual usage of rooms, multiplied by the average group room rate.

BILLING ARRANGEMENTS

Group will be responsible for room, resort fee, meeting and banquet charges.
Attendees will be responsible for all other charges incurred pursuant to this agreement.

DIRECT BILL

If credit is approved, the outstanding balance of Group's final bill (less any advance deposits and exclusive of disputed charges) will be due and payable upon receipt of invoice. Group will raise any disputed charge(s) within 30 days after receipt of the invoice. Hotel will work with Group in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

In the event that credit is not approved, Group agrees to pay a second advance deposit in an amount to be determined by the Hotel in its reasonable discretion, with the full amount due fourteen (14) business days prior to the start of Group's event.

PAYMENT BY CREDIT CARD

If Group wishes to pay any portion of its obligation by credit card, the credit card authorization form must be filled out, signed and returned prior to execution of this agreement. The form must also be filled out if direct billing has not been approved and the Master Account charges will be paid by credit card. If credit card is utilized as method of payment for Master Account, a 3% convenience fee will apply to all credit card transactions.

DEPOSIT

An initial deposit of **\$19,150.00** (100% of the total anticipated revenue outlined in the Cancellation clause) is required in order for us to hold these arrangements on a definite basis. This advance payment is due ten (10) business days after the contract signature date, and will be credited toward Group's Master Account. A secure Sertifi link will be emailed, or if Group wishes to pay by check, please mail all payments to:

Chateau Elan Winery & Resort
Attention: Finance Office
100 Rue Charlemagne
Braselton, GA 30517

FUNCTION SPACE

Based on the requirements outlined by Group, the Hotel has reserved the function space set forth on the Function Room Agenda attached to this Agreement. Hotel reserves the right to charge additional labor charges for any last minute set-up deviations to previously agreed function set-ups.

OUTDOOR FUNCTIONS

Should www.weatherchannel.com predict a 30% chance of rain or greater either two (2) hours prior to the event start time or any time during the event, Hotel reserves the right to relocate the function to an indoor location. If this decision is delayed or overturned by the event organizer and the decision requires both in/outdoor locations to be set a \$20.00 per person charge will apply.

AUDIO VISUAL

Hotel maintains an on-site, full service audio/visual production company through Encore. This is the preferred company for any audio/visual needs at Hotel. Should Group utilize a non-preferred vendor, they must be accompanied by an Encore technical staff member for load-in and set up on arrival day, as well as tear down and load out at the conclusion of the Event. This technician will serve as a point of contact with full knowledge of the resources and technical abilities regarding the facility. The technician will ensure the Hotel's assets are protected and will see that the equipment is properly and safely installed. Prevailing labor rates will apply for this service and will be the responsibility of the Group. Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to Group's arrival date and will sign, and have its audio/visual vendor sign, an acknowledgement of Hotel's Audio/Visual Service Standards at least 45 days prior to arrival.

PRIVATE FOOD & BEVERAGE

A final guarantee of Group's private banquet attendance is required three (3) business days prior to the date of each function. If fewer persons are served than what is designated in the guarantee, Group will be charged based on the number of persons designated in the guarantee.

A 24% taxable service charge plus applicable 9% Event Fee, Georgia State sales tax (currently 7%) and an additional 3% tax on hard liquor will be applied to all private banquet functions.

FOOD AND BEVERAGE REQUIREMENT

Hotel has calculated the contracted food and beverage revenue to be **\$3,000.00** exclusive of tax and service charge. Should the actual food and beverage spend drop below this amount, Group will be charged the difference between \$3,000.00 and the actual food and beverage revenue. Group may choose to upgrade food and beverage presentations to minimize and/or eliminate the differential. In the event of any cancellation or partial cancellation of the food and beverage function after the food and beverage guarantee date, Hotel will charge Group for 100% of the guaranteed amount set forth on the Banquet Event Order.

CANCELLATION

Group agrees to provide Hotel with written notice of any decision to cancel or otherwise essentially abandon its use of Hotel facilities (a "Cancellation") over the dates in this Agreement within five (5) days of such decision. Group acknowledges that a Cancellation would constitute a breach of Group's obligation to Hotel and Hotel would be harmed. If a Cancellation occurs, the parties agree that:

- (a) it would be difficult to determine Hotel's actual harm;
- (b) due to the short period of time between the execution of this agreement and the Event dates, and/or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms or functions space on a "last-sell" basis in the event of a Cancellation; and
- (c) the amount set forth below reasonably estimates Hotel's harm for a Cancellation.

Group therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty the following charges:

Date Cancellation Notice Received by Hotel	Percentage of Total Anticipated Revenue	Amount of Damages
Between date of signing and 09/08/21	80%	\$15,320.00

TOTAL ANTICIPATED SLEEPING ROOM REVENUE: \$13,650.00
TOTAL ANTICIPATED FOOD AND BEVERAGE REVENUE: \$3,000.00
TOTAL ANTICIPATE MEETING ROOM RENTAL REVENUE: \$2,500.00

Provided that Group timely notifies Hotel of the Cancellation and timely pays the above-liquidated damages, Hotel agrees not to seek additional damages from Group relating to the Cancellation.

IMPOSSIBILITY

If unanticipated events beyond the reasonable control of the parties (including, but not limited to: acts of God; declared war in the United States; government regulation; terrorist attacks in the city in which Hotel is located; or curtailment of transportation either in the city in which Hotel is located or in the countries/states of origin of the attendees that prevents at least 40% of the attendees from arriving for the first peak night of the Event) make it illegal or impossible or commercially impracticable to perform under this Agreement, the affected party may terminate this Agreement, without liability, upon providing written notice to the other party within ten (10) days of the occurrence.

If the Event is properly cancelled by Group due to a valid Impossibility occurrence, then upon written request by Group, Hotel agrees to refund to Group all prepaid deposits or advance payments paid to Hotel without deduction.

CONDUCT OF EVENT

To the fullest extent permitted by law, Group assumes full responsibility for any damage done to Hotel premises during the Event (reasonable wear and tear excepted), but only to the extent such damage was caused by Group, Group's employees, guests, agents, or contractors, including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items. For clarity, Group will not be responsible for damage caused by guests to guest rooms unless Group has guaranteed payment of the room rate and incidentals for such guest rooms, given that in those instances the Hotel will not always have a credit card on file from the individual guest.

GOLF

No golf has been confirmed at this time. In the event that you wish to schedule golf at a later date, it will be on an availability basis. Advance tee times are required. Additional rounds of golf are subject to availability and may be booked by overnight guests 120 days prior to arrival by calling resort reservations at 678-425-0900 x 41. Proper golf attire is required (i.e., Bermuda length shorts, Collared shirts for men; no denim allowed, soft spikes ONLY).

EUROPEAN SPA

Spa appointments have not been contracted or confirmed at this time. In the event that you wish to schedule Spa appointments at a later date, it will be based on availability. Advanced appointment times are highly recommended and may be booked through the Group Spa Sales Coordinator, Kimberly Cole; kcole@chateauelan.com.

LIQUOR LICENSE

Group understands that Hotel's liquor license requires that beverages only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

SHIPPING AND RECEIVING

Due to limited space, storage is not available for display material and/or show merchandise. Should Group need to ship materials to Hotel prior to the meeting, Hotel asks that the materials are sent no more than three (3) days prior to the Group's arrival. There will be an \$10.00 service fee attached with each incoming box or package. Packages should be addressed to:

The Inn at Chateau Élan
Attn: Name of Conference Service Manager
Attn: Group Name/Recipient Name
100 Rue Charlemagne
Braselton, GA 30517

CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations or deletions including corrective lining out by either Hotel or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

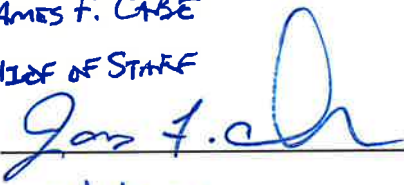
Hotel agrees to use its good faith efforts to ensure the Hotel complies with the requirements of the Americans with Disabilities Act and its regulations and guidelines (collectively, the "ADA"). Group shall identify to Hotel in advance of the event any special needs of disabled registrants or contractors. Any extraordinary cost of special auxiliary aids requested would be at Group's cost.

ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies Group at any time prior to Group's execution of this document, the outlined format and dates will be held by the Hotel for Group on a first-option basis until **Wednesday, August 11, 2021**. If Group cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Agreement prior to Wednesday, August 11, 2021, or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and Group. Hotel and Group have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

SIGNATURES

Approved and authorized by **Group**:

Name JAMES F. CASE
Title CHIEF OF STAFF
Signature 
Date 08/10/2021

Approved and authorized by **Hotel**:

Name Alanna Duggan
Title National Sales Manager
Signature _____
Date _____

FUNCTION ROOM AGENDA

Date	Time	Event Class	Room	Setup	AGR	RENTAL
Thu, 09/09/21	7:30 AM - 8:30 AM	Breakfast	Matisse Terrace	Round Tables of 6	14	\$200
Thu, 09/09/21	8:00 AM - 5:00 PM	Meeting	Beethoven	U Shape	7	\$350
Thu, 09/09/21	8:00 AM - 5:00 PM	Meeting	Mozart	U Shape	7	\$350
Thu, 09/09/21	8:00 AM - 5:00 PM	Weather Back Up Meal Room	Bach	Round Tables of 6	14	
Thu, 09/09/21	12:00 PM - 1:00 PM	Lunch Buffet	Matisse Terrace	Round Tables of 6	14	
Fri, 09/10/21	7:30 AM - 8:30 AM	Breakfast	Matisse Terrace	Round Tables of 6	14	\$200
Fri, 09/10/21	8:00 AM - 5:00 PM	Meeting	Beethoven	U Shape	7	\$350
Fri, 09/10/21	8:00 AM - 5:00 PM	Meeting	Mozart	U Shape	7	\$350
Fri, 09/10/21	8:00 AM - 5:00 PM	Weather Back Up Meal Room	Nice	Round Tables of 6	14	
Fri, 09/10/21	12:00 PM - 1:00 PM	Lunch Buffet	Matisse Terrace	Round Tables of 6	14	
Sat, 09/11/21	7:30 AM - 8:30 AM	Breakfast	Matisse Terrace	Round Tables of 6	14	\$200
Sat, 09/11/21	8:00 AM - 12:00 PM	Meeting	Beethoven	U Shape	7	\$250
Sat, 09/11/21	8:00 AM - 12:00 PM	Meeting	Mozart	U Shape	7	\$250
Sat, 09/11/21	8:00 AM - 12:00 PM	Weather Back Up Meal Room	Bach	Round Tables of 6	14	

Group
Initials: JE

Date: 09/10/2021

Hotel
Initials: _____ Date: _____