



Group Booking Contract

This document, when fully executed, shall create a legally binding agreement (the "Contract") between Atlantis Casino Resort Spa - Reno ("Hotel") and Two Rivers Golf Club("Group.")

Group Contact: Mike Morrow	Hotel Contact: Meghan Hourihan
Title: Group Leader	Title: Sports Sales Manager
Phone: 916.690.3599	Phone: 775.954.4386
Email: morrowundesided@yahoo.com	Email: mhourihan@atlantiscasino.com

Name of Event: 2021 Two Rivers Golf Group
Post As: 2021 Two Rivers Golf Group
Arrival Date: 10/03/2021
Departure Date: 10/05/2021

ROOM BLOCK

	Sun 10/03/2021	Mon 10/04/2021
Atlantis Tower Room - Two Queens	16	16

Your Package Price:

- \$399 per person, single golfer, single occupancy
- \$285 per person, two golfers, sharing a room, double occupancy
- \$450 per couple, golfer/non-golfer, sharing a room, double occupancy

Per person pricing is inclusive of tax, resort fee, and tourism surcharge.

Golf Package Includes:

- Two (2) nights Atlantis Tower Accommodations (arriving Sunday, October 3, 2021 – departing Tuesday, October 5, 2021).
- One (1) round of golf per golfer at Lakeridge, Monday, October 4, 2021 at 9 AM Shotgun.
- One (1) hour cashed bar with dinner buffet on Monday, October 4, 2021 from 6PM- 8PM.
- One (1) round of golf per golfer at Toiyabe, Tuesday, October 5, 2021 at 9 AM Shotgun.
- \$20.00 Free Play per person (must join Monarch Rewards).
- Welcome letter with itinerary for each guest.

TAXES

All guest rooms are subject to the applicable local occupancy tax and fees at the time of check-in. Currently the local occupancy tax is 13% and there is a \$2.00 per room, per night, tourism surcharge, both of which are subject to change without notice. **These taxes are included in your package price.**

RESORT FEE AND INCLUSIONS

Hotel's standard resort fee will be charged to all hotel guests. Currently the resort fee is \$30.00 per room, per night, plus tax. This fee is subject to change at management's discretion. **This fee is included in your package price.**

Resort fee inclusions are:

Unlimited Local & Toll-Free Phone Calls
In-room Coffee Service
Valet & Self-Parking
Use of Fitness Center
Use of Indoor and Outdoor Pools & Whirlpool Spa
In-room Safes



Concierge Services
Boarding Pass Printing
Two Bottles of Spring Water per room daily
Extended Check-out time of 12:00 PM (Noon)
Hotel also provides round-trip shuttle service between the airport and Hotel.

RESERVATIONS

Reservations by rooming list. Hotel will make reasonable efforts to accept reservations for your meeting only from individuals identified on the Group-supplied rooming list. Group must provide the rooming list to the Hotel's Sales Department according to the release schedule listed below:

- To confirm/guarantee a room reservation, attendees or party responsible for payment will be required to pay full golf package price upon making reservation. Major credit cards are accepted.
- Refunds will be issued on individual reservations cancelled no later than 72 hours in advance of 3 p.m. check-in time on arrival date.

ROOM BLOCK CUTOFF DATE

All reservations within the block must be made by the dates listed below. All remaining rooms in the block shall be released for general sale at 5:00 pm on Friday, September 3, 2021. Hotel will accept reservations for rooms after the cut-off date, subject to availability and charged at the prevailing Best Available Rate (BAR). The parties agree that release of rooms will not impact the enforceability of this Contract.

ROOM TYPE & SPECIAL REQUESTS

Hotel shall endeavor to honor all special requests such as, room type, smoking preference, adjoining, adjacent, same floor, etc., however ability to accommodate such requests is not guaranteed.

BILLING PROCEDURES

The following payment options are available:

1. PAYMENT BY CREDIT CARD:

- Hotel rooms may be guaranteed for payment or paid for by the following credit cards: American Express, Diner's Club, Discover, Master Card or Visa. Completion of the attached credit card authorization form must be completed and returned with signed contract. Banquet/meeting rooms, food and beverage, audio/visual charges, and other convention services that will be charged to a credit card must be guaranteed directly with the catering department.

2. PAYMENT BY CHECK:

- Deposit, additional deposits or final payment may be made by company check or cashier's check for the entire estimated charges. Due dates may vary and will be determined by Hotel.

GUEST ROOM CHARGES

Group will pay for room, taxes and applicable fees. Individuals will be responsible for all incidental charges. The first night's contracted room rate and applicable taxes & fees will be billed to the Group's master account for no-shows and the room will be released for resale thereafter.

In order to confirm/guarantee a room reservation, Group will pay the first night's contracted room rate and applicable taxes & fees for all attendees. Major credit cards are acceptable to establish guarantee.

DEPOSIT SCHEDULE

The following deposit schedule shall be paid by the Group to the Hotel at the time indicated below:



Type of Deposit	Deposit Amount	Method of Payment	Payment Due Date
Initial Deposit	\$2,000	Check, Certified Check or Credit Card	August 6, 2021
*Final <u>Estimated</u> Deposit	\$7,120	Cashier's Check, Certified Check or Credit Card	September 3, 2021

**PLEASE NOTE: The Deposit Schedule is derived from your agreed upon food & beverage minimum, meeting room rental, anticipated audio visual equipment and/or, if applicable, sleeping room charges that your group may choose to pay for during your event, inclusive of all taxes & fees. The final deposit may vary based on final guarantees and actual function charges. A credit card is required to be on file for any additional charges the night of the event.*

All functions and events anticipated charges must be fully paid seven (7) business days in advance by Cashier's Check, Certified Check or Credit Card. A personal check will not be accepted and all deposits are non-refundable. Deposits will be applied to fees or charges due to cancellation as outlined in the Cancellation Policy.

CATERING/CONVENTION SERVICES CHARGES

All banquet/meeting rooms, food & beverage, audio-visual charges, and other estimated convention services, as designated in this agreement, are the responsibility of Group. Hotel's Catering Department will be handling your meeting and banquet function needs. Should any revisions or changes be requested, they will be accommodated based upon availability. Any questions should be directed immediately to the Catering Department and staff.

FUNCTION AGENDA, CATERING AND CONVENTION SERVICES

***At this time the Governor of Nevada has recommended that no more than 50 people may gather for groups/events. These restrictions will change as county, state or federal regulations allow. Should your event exceed the number of attendees allowed by these regulations and to be in compliance the hotel will cancel or reduce said group/event in an effort to keep the attendees and Team members safe. Please note, event space, your mutually agreed upon Food & Beverage minimum and/or event space rental fee may be reduced based on present standards.**

Event Details

Date	Start Time	End Time	Room	Function Name	Guests	Setup	Room Rental
10/04/2021	6:00 PM	8:00 PM	Emerald A	Dinner Buffet	32	Banquet	No Cost Associated

Hotel reserves the right to reassign function space provided the revised space adequately accommodates the function requirements and does not materially affect the events or functions. Prior to reassignment the group will be advised of any meeting room assignment changes.

In addition, to assist with the accuracy and continuity of your event, Group will provide to Hotel an updated event agenda, stating expected attendance, no later than 90 days prior to arrival. Should Group's agenda change, Hotel will make reasonable efforts to accommodate these changes and requests. The Catering team will communicate changes to your Sales Manager for approval of any meeting space fees.

FOOD & BEVERAGE

Food and Beverage prices are established six months prior to the event. The Atlantis Catering department will send you current menus with applicable pricing for your events six months prior to your meeting. A minimum of \$400.00 in revenue per bar will be charged to Group. Menu selections are required 30 days in advance of Group's event unless otherwise agreed in writing by the Parties.

Hotel will be the sole provider of all food and beverages served at the Hotel. Nevertheless, in the event that food and/or beverage are brought to the Hotel from any outside source, a corkage/service charge will be assessed to the master account.

SIGNAGE/BANNERS/DISPLAY TABLES



Hotel reserves the right to approve content and appearance of all Group-provided signage. Group-provided signage must be of professional quality, appropriate content, and may only be posted on the convention level on an easel. Easels may be rented through Catering. At Group's request, Group-provided banners will be hung by Hotel and incur a labor charge of \$25 per 3' x 8' banner. Larger banners may incur additional labor & equipment fees, if applicable. Display and registration tables may be rented with advance notice at the cost of \$25 per table. Note: Group shall use only easels and/or display tables. No tape, tacks, nails, glue, etc. may be used to post signs or hang items in or around the convention room or area. Group will be charged for any and all damages arising from unauthorized displays.

SERVICE CHARGE/TAXES

All food and beverage is subject to a service charge of 19% and to the Washoe County sales tax of 8.265%, both subject to change without notice. If applicable, Group must provide a copy of its Nevada Sales Tax Exemption letter to the Catering office 30 days prior to start of their event. Additionally, Group will be responsible for any applicable Live Entertainment Tax as determined by the Nevada Gaming Control Board, which will be charged to Group's master account.

SHIPMENT OF PACKAGES

All packages being shipped to Hotel for use in a function room must be addressed as follows:

HOLD FOR: Mike Morrow, Two Rivers Golf Club and 10/04/2021

Atlantis Business Center
3800 South Virginia Street
Reno, NV 89502

Group will be charged a handling fee for all incoming and outgoing packages. (Handling fee charges available upon request.) Packages will not be accepted more than seven (7) days prior to a group's arrival. To avoid delivery refusal, packages weighing more than 50 pounds, freight on pallets, truck deliveries other than UPS or Fed Ex, or large shipments of more than 10 packages, must be arranged through Group's Catering Manager a minimum of two weeks prior to arrival. Storage and delivery access is limited. All pallets must be broken down upon delivery and a labor fee will be assessed. Applicable storage and handling fees will be charged based on the weight of the packages per pallet.

Hotel is not responsible for packages that are lost or damaged in shipping, storage, or handling. Arrangements for any shipment of boxes after Group's departure must be made with the Business Center prior to departure. Boxes left at Hotel without arrangements for shipment will be disposed of seven (7) days after Group's departure. Contact the Business Center at 775-954-4144 for more information.

FORCE MAJEURE

Either party may be excused from its obligation to perform under this Contract in the event that acts of God, domestic war, government regulation, riots, terrorism on domestic soil which threatens the Reno Metropolitan Area, disasters, strikes (except those involving Hotel's employees), government-imposed travel restrictions, or inclement weather, any of which prevents at least forty percent (40%) of Group's attendees from traveling or which such event otherwise renders such performance objectively impossible or illegal. The party invoking this clause must send written notice to the other party within ten (10) days after the occurrence of such force majeure event. Under no circumstances shall an informational or a recognition picket line excuse a party from performance hereunder. Under no circumstances shall the financial difficulty of either party excuse a party from performance under this clause. The excused party is obligated to promptly resume performance in accordance with the terms of this Agreement after any such intervening cause ceases, to the extent possible and commercially reasonable under the circumstances.

CANCELLATION POLICY

If Group changes its meeting site to another hotel, or otherwise cancels this Contract, the following schedule shall represent reasonable liquidated damages to be paid by Group and not a penalty for cancellation of this agreement:

Cancellation of agreement from thirty (30) days up to the event date – 100% of anticipated gross Hotel and Catering revenues if Group's meetings were held as contracted.

Group will pay Hotel and Catering/Convention Services charges based on original contracted sleeping rooms and function agenda in the event of cancellation, subject to the above parameters. Anticipated gross Hotel and Catering revenue for this event is \$9,120.

INITIALS: _____ DATE: _____

MINORS

Hotel does not rent hotel rooms for the use of non-chaperoned minors. At least one adult over the age of 21 must occupy each room. Hotel may make exceptions to this Policy at its sole discretion. Group shall request any such an exception at time of contracting. Hotel will confirm with Group that exception(s) will or will not be allowed. Designating the exception(s) above does not constitute approval until written approval from the Hotel is given to the Group.



Minors in Group's party must comply with all applicable laws and regulations, including but not limited to those imposed by the Nevada Gaming Control Board precluding access by minors to certain areas of the casino floor. Minors are never permitted to consume alcohol in private or public areas of the Hotel.

INDEMNIFICATION

Each party hereby covenants and agrees to indemnify, defend, and hold the other party (including its parent company, subsidiaries, and affiliates, and their directors, officers and employees) free, clear and harmless from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), judgments, claims, claims of intellectual property infringement, administration of claims, liens and demands of any kind whatsoever caused by, resulting from or in any way connected with (i) the indemnifying party's acts, omissions, or negligence, or the acts, omissions or negligence of indemnifying party's agents, contractors, or employees in connection with the subject matter of this Agreement including the indemnifying party's breach of any of its representations or warranties set forth in this Agreement. With respect to Group, this indemnity obligation shall extend to the acts of its attendees within the function space. Notwithstanding the foregoing, the indemnifying party's indemnity obligation shall not apply to the extent that any such liabilities are directly caused by the negligence or willful misconduct of the indemnified party. Group will be responsible for any damage to function space or hotel property caused by the event.

In no event, other than an instance of willful misconduct, shall either Hotel or Group be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost opportunity costs, or any similar economic loss, of any type or nature, even if such party has been advised of the possibility of such damages. The foregoing limitation of liability shall not be construed to limit either party's indemnification obligations set forth above, or Group's liability for cancellation or attrition damages set forth in this Agreement.

CHOICE OF LAW/DISPUTE RESOLUTION/ATTORNEY FEES

This Contract shall be interpreted in accordance with the laws of the State of Nevada and any litigation arising out of performance hereof shall occur in the courts of Washoe County, Nevada.

In the event that any legal proceeding is filed arising out of or relating to this Contract, the prevailing party will be entitled to an award of its reasonable costs and attorney fees.

INITIALS: _____ DATE: _____

MISCELLANEOUS

The persons signing this Contract on behalf of Hotel and Group respectively, each warrant that they are authorized to make the representations, warranties, and agreements herein, and have the authority to bind Hotel and Group to this Contract. Group shall not assign this Agreement without the prior written consent of Hotel. In performing under this Contract, Group and Hotel shall comply with all applicable laws and regulations of any federal, state, or local government entity. This Contract shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and all persons claiming by, through, or under them.

This Contract, including any attached exhibits and incorporated documents, constitutes the entire understanding between the parties, and supersedes any previous communications, representations, or agreements, whether written or oral. No changes or modifications of any of these terms or conditions of this Contract shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

Notwithstanding anything to the contrary contained in this Contract, all provisions of this Contract that by their nature should survive completion, expiration, or termination of this Contract shall survive the same, including, without limitation, the indemnity provisions.

This signed contract must be returned to Meghan Hourihan, Sports Sales Manager, no later than **February 21 2021**.



I agree to the terms & conditions:

Name: John R. McGinnes

Signature:

Title: Executive Director of Sales

Date:

Name: Meghan Hourihan

Signature:

Title: Sports Sales Manager

Date:

Name: Mike Morrow

Signature:

Title: Group Leader

Date: