



# Colonial Williamsburg Hotels

Date of Agreement: **May 14, 2010**

Group's Name: **Virginia Building and Code Officials Association**

Name of Event: **VBCOA Annual Conference**

Event Dates: Arrival **Sunday, September 25, 2011** Departure **Tuesday, September 27, 2011**

Representative Name: **Mr. Stanley Skinner** Title: **Time & Place Chair**

Address: **401 Lafayette Street** City/State/Zip: **Williamsburg, VA 23185**

Phone/Fax/Email Ph: **(757)220-6135** Email: **siskinner@williamsburgva.gov**

## **WELCOME**

Colonial Williamsburg Company dba Colonial Williamsburg Hotels (Hotel) is delighted to offer the following arrangements for the Group's upcoming Event. We look forward to creating a successful and memorable Event for you and your attendees. Your booking code is: **12044**. We ask that you refer to this code in future inquiries or correspondence. This letter agreement (Agreement) will document our respective contractual commitments.

## **ROOMS COMMITMENT, TYPES & RATES**

Property	Room Type	Rate	Sunday 9/25/2011	Monday 9/26/2011
Woodlands Hotel & Suites	Standard	\$89	60	60
	Suite	\$129	2	2
<b>Total</b>			<b>62</b>	<b>62</b>

All room rates quoted are for daily, single or double occupancy under the European Plan, **(no meals included, however, please note rates at the Williamsburg Woodlands include a complimentary continental breakfast daily in the main lobby of the hotel)**, subject to taxes applicable at the time of the stay, currently 10% and \$2.00 per room per night occupancy tax and are:

- non-commissionable
- confirmed for 2011

The special guest room rates agreed to above will apply three (3) days before and after the dates of the Group's Event. These rates are subject to the availability of guest rooms.

**The total expected room revenue for this Event, based on the Group's room commitments is \$10,680.00 (the Room Revenue Commitment), plus the Annual Increase, if applicable.**

## **COMPLIMENTARY CONCESSIONS**

- Two (2) complimentary upgrades to suites (KQ) at the rate of \$89.00 for arrival on Sunday, September 25, 2011 and departure Tuesday, September 27, 2011.

**AGREEMENT ENHANCEMENTS**

A \$1,000.00 credit in the form of a gift card or as direct credit to the Group's master account at the conclusion of the conference that can be used for conference expenses if the agreement is signed by June 17, 2010. The credit cannot be used to satisfy payment for any charges such as out sourced audio visual providers etc, that is not owned and operated by Colonial Williamsburg.

**INDIVIDUAL RESERVATIONS & DEPOSITS**

**Individual reservations must be made on or before Wednesday, August 24, 2011 (the Reservations Due Date) via the Hotel's on line reservations PASSKEY system by providing the Group name or code or by calling 800-261-9530 between the hours of 8:30 am to 5:00 pm EST, Monday through Friday.** All individual lodging reservations must be accompanied by a one night's deposit for room and tax. If lodging reservations will be made via a rooming list, Group will provide the list to Hotel in Hotel's room list format no later than the Reservations Due Date. Any reservation request made after the Reservations Due Date may be confirmed on a space and rate available basis. Individual deposits are refundable, provided notice of cancellation is received by the Hotel by 5 P.M. local Hotel time at least three business (3) days prior to reserved date of arrival.

**ROOMING LIST**

The Hotel is pleased to offer the use of our online group reservations system powered by Passkey. Group's Representative or designate will provide Hotel with the Group's room list on or before the reservations due date **Wednesday, August 24, 2011** in the Hotels' room list format for automatic upload in to Passkey. The Group's Representative will be given access to make, modify or cancel reservations after the first list is uploaded and/or the Hotel will publish a website providing attendees' access to manage their modifications or changes themselves. Reservations must be made on or before the Reservations Due Date to be eligible for the Group rate.

**ARRIVAL & DEPARTURE**

Check-in time is after 4:00 pm. Check-out time is 11:00 am at all Colonial Williamsburg Hotels.

**GROUP DEPOSIT**

As consideration for removing the above lodging rooms from inventory, Group will pay Hotel an initial **\$500.00** deposit that will be credited to Group's final billing. Deposits will be made by check, credit card, or government purchase order on or before Thursday, June 17, 2010.

**BILLING/PAYMENT**

Room, taxes, gratuities, recreation, spa and food and beverage functions will be paid as follows:

- Room, tax, and incidentals to individual
- Room and tax to master folio; incidentals to individual
- Room, tax, and incidentals to master folio
- Other \_\_\_\_\_

If a credit application is attached to this Agreement (as **Schedule 1 Payment/Credit Card Authorization and Credit Application**), Group must complete it and return it with the signed Agreement. Provided Hotel approves Group's credit application, Hotel will establish a master folio to handle billing.

A detailed invoice of all charges (including any Attrition fee) will be submitted to Group at the conclusion of the Event. Disputed charges, if any, must be submitted by Group to Hotel in writing within seven (7) days of receipt of the statement. The Hotel will work with Group to resolve any disputed charges, the payment of which will be due ten (10) days after resolution of the dispute (or receipt of the corrected statement, if applicable). The undisputed portion of the statement is due and payable upon

receipt. In the event any undisputed statement is not paid in full within thirty (30) days from its date, it will be considered late and will be subject to a finance charge of one and one-half percent (1.5%) per month on the unpaid balance commencing on the date of the invoice. Group agrees to pay attorneys' fees of twenty five percent (25%) of the balance due and Hotel's other costs of collection in the event the Hotel initiates collection.

**FUNCTION ROOMS AND MENU SELECTIONS**

Function rooms are assigned according to projected attendance, guest room commitment, and specific set-up needs. Should these projections change, Function room assignments may be adjusted accordingly. Additional space is subject to availability. Menu selections and details relating to meal functions must be **finalized thirty (30) days prior** to the first day of the Event on Hotel's Banquet Event Order form (the BEO). BEO forms signed by the parties are incorporated into and made a part of this Agreement by this reference. For Group's budget purposes, menus and prices can be found at [www.colonialwilliamsburgmeetings.com/banquetsanddining](http://www.colonialwilliamsburgmeetings.com/banquetsanddining).

Group will advise in writing the Hotel's Conference Service Department of its **final count by noon local Hotel time, three (3) weekdays prior** to any meal function (the Meal Function Deadline). If, for any reason, the guarantee is not received by the Meal Function Deadline, the most recent projected figure will be considered final. For a function scheduled on Sunday, for example, the guarantee is required by noon on Thursday.

**AGENDA**

Day	Date	Start Time	End Time	PPL	Set-Up	Event
Sun	09/25/2011	12:00PM	05:00PM	30	Conference	Board Meeting
		06:00PM	10:00PM	100	Reception	Reception
Mon	09/26/2011	07:00AM	08:00AM	100	Break	Cont. Breakfast
		08:00AM	05:00PM	30	Hollow Square	Breakout
		08:00AM	05:00PM	30	Hollow Square	Breakout
		08:00AM	05:00PM	100	Classroom	Meeting
		12:00PM	01:00PM	100	Rounds	Lunch
Tue	09/27/2011	07:00AM	08:00AM	100	Break	Cont. Breakfast
		08:00AM	05:00PM	30	Hollow Square	Breakout
		08:00AM	05:00PM	30	Hollow Square	Breakout
		08:00AM	05:00PM	100	Classroom	Meeting
		12:00PM	01:00PM	100	Buffet	Lunch

**ALCOHOLIC BEVERAGES/FOOD**

No food or beverages may be brought in from elsewhere. Only food and beverage purchased from the Hotel may be used during any Event or function on Hotel property.

**FACILITY SERVICE FEES**

Based on the Group's requirements, the Facility Service Fees are **\$1,600.00 total**.

**HISTORIC AREA/MUSEUM TICKETS/SPA**

The Hotel extends to the Group the option to purchase a **special Historic Area ticket** that is good for the duration of Group’s Event and includes access to Colonial Williamsburg’s Historic Area sites and museums. To receive this special Group ticket price, Group will make arrangements in advance through the conference service manager assigned to the Group. Otherwise, additional ticket options are available through the Hotel concierge, Hotel Ticket Office, the Colonial Williamsburg Visitor Center and other satellite ticket locations. Spa arrangements may be made directly with the Spa by calling **800-688-6479**.

**CANCELLATION**

Group acknowledges that Hotel has removed the reserved block of guest rooms (and function rooms, if applicable) from saleable inventory to the exclusion of other business opportunities, and will lose expected room, and food and beverage revenue (F&B Revenue) if Group cancels the Event covered by this Agreement. If Group cancels the Event after signing this Agreement, Group agrees that Hotel’s damages will be difficult to determine. Consequently, Group agrees to notify Hotel of any such cancellation in writing in accordance with the notice provision in this Agreement and to pay to Hotel, as liquidated damages and not as penalty, a percentage of the Room Revenue Commitment plus a percentage of the F&B Revenue Commitment (as defined below) based on the number of days from the Group’s Arrival date that Hotel receives the Cancellation Notice. The percentages to be applied are stated in the Cancellation Fee Table below. Upon receipt of the Cancellation Notice, Hotel will release the reserved guestrooms (and function rooms, if applicable).

**CANCELLATION FEE TABLE**

<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>Number of days from Arrival date that Hotel receives Cancellation Notice</b>	<b>% applied to Room Revenue Commitment</b>	<b>Room Revenue Commitment</b>	<b>Amount of Room Revenue Commitment due</b>	<b>% applied to F&amp;B Revenue Commitment</b>	<b>F&amp;B Revenue Commitment*</b>	<b>Amount of F&amp;B Revenue Commitment due</b>	<b>Total Cancellation Fee due</b>
365 days +	15% X	\$10,680.00 =	\$1,602.00	15% X	\$8,400.00 =	\$ 1,260.00	<b>\$ 2,862.00</b>
270 - 364 days	25% X	\$10,680.00 =	\$2,670.00	25% X	\$8,400.00 =	\$ 2,100.00	<b>\$ 4,770.00</b>
180 - 269 days	50% X	\$10,680.00 =	\$5,340.00	50% X	\$8,400.00 =	\$ 4,200.00	<b>\$ 9,540.00</b>
90 - 179 days	75% X	\$10,680.00 =	\$8,010.00	75% X	\$8,400.00 =	\$ 6,300.00	<b>\$ 14,310.00</b>
Within 90 days	100% X	\$10,680.00 =	\$10,680.00	100% X	\$8,400.00 =	\$ 8,400.00	<b>\$ 19,080.00</b>

If Group has not signed a BEO, Group’s F&B Revenue Commitment will be determined by multiplying the number of attendees listed in the Group’s Agenda for each Function by the average check for each Function as listed in the F& B Table below (the Calculated F&B Revenue Commitment).

For example, if Group’s Agenda showed 20 attendees for breakfast at the Lodge, 30 for lunch at the Inn, 25 for dinner at the Lodge, and 10 for reception at the Inn, Group’s Calculated F&B Revenue Commitment for purposes of determining the cancellation fee would be \$2400 (calculated as follows: 20 x \$18, plus 30 x \$24, plus 25 x \$44, plus 10 x \$22 = \$2400).

\*If Group has signed a Banquet Event Order (a BEO), Group’s F&B Revenue Commitment will be the greater of such BEO and the Calculated F&B Revenue Commitment.

**F&B TABLE**

<b>Function</b>	<b>Inn average check</b>	<b>Lodge average check</b>	<b>Woodlands Hotel &amp; Suites average check</b>
Continental Breakfast	\$17.00	\$11.00	\$11.00
Breakfast	\$23.00	\$18.00	\$13.00
Break	\$15.00	\$12.00	\$10.00
Lunch	\$24.00	\$18.00	\$16.00
Reception	\$22.00	\$19.00	\$10.00
Dinner	\$70.00	\$44.00	\$25.00

Group will pay the Cancellation Fee within thirty (30) days of the date of the Cancellation Notice. Cancellation fees not paid when due are subject to the additional charges stated in the section on Billing/Payment, above.

**ATTRITION**

The Hotel is relying on the Group for the Room Revenue Commitment and the F&B Revenue Commitment. The Group agrees that the Hotel will sustain a financial loss should there be a reduction in the Room Revenue Commitment and/or the F&B Revenue Commitment. The Hotel agrees, however, that it will waive attrition on the F&B Revenue Commitment and will permit Group, for purposes of attrition only, a reduction in the Room Revenue Commitment of twenty percent (20%) which equals \$8,544.00 (the Permitted Attrition Revenue). Therefore, should actual room revenue received by the Hotel for the Event be less than the Permitted Attrition Revenue, the Group agrees to pay the difference between (i) the actual room revenue received by Hotel for the Event and (ii) the Permitted Attrition Revenue. For example: If the Group's Permitted Attrition Revenue is \$90,000, and the actual room revenue received by the Hotel is \$70,000, then the Attrition Fee payable by the Group would be the difference between \$90,000 and \$70,000 or \$20,000.

Individuals who do not show on their reserved date of arrival or who fail to cancel by 5 P.M. local Hotel time three (3) days prior to their reserved date of arrival will forfeit their room deposit and Hotel shall deduct all such retained deposits from the Attrition fee due hereunder. As required by Virginia law, Group will pay taxes on the total Attrition fee, which is payable in accordance with the provisions stated in the section above entitled Group Deposit and Billing/Payment.

**FORCE MAJEURE**

Either party may terminate this Agreement without liability, except for goods and or services received, in the event of circumstances making it illegal or impossible to provide or use Hotel's facilities, including acts of God, war, disaster, terrorist attacks, or union strike.

**MISCELLANEOUS**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective officers, directors, employees, agents, successors, and permitted assigns. All demands, notices, approvals, payments, statements, requests, and other communications, including any Cancellation Notice, hereunder shall be in writing and shall be deemed to have been given when delivered by first-class regular mail or overnight delivery via a national carrier, addressed to the Group care of the Group Representative at the address first written above, and to the Hotel care of Thomas Spong, 305 S. England Street, Williamsburg, Virginia, 23185. Group shall not assign its rights or delegate its obligations hereunder without the prior written consent of Hotel. The failure of either party to insist on performance at a given time of one or more provisions hereof shall not affect that party's right to require performance at a subsequent time or be construed as that party's waiver of such provisions or of its right thereafter to enforce each and every provision of this Agreement.

Every provision of this Agreement is intended to be severable. In the event any provision of this Agreement is declared invalid, unlawful, or unenforceable, such declarations will neither nullify nor affect the validity, legality, or enforceability of any other provision of this Agreement. The parties agree to amend any invalid provision to the extent needed to make such provision acceptable and enforceable in a court with jurisdiction over this Agreement while retaining the intent of the provision and the entire Agreement to the greatest possible extent. "Shall" and "will" as used in this Agreement are interchangeable, both terms being intended to convey a mandatory obligation; "including" means including without limitation.

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to Virginia's conflicts of laws principles. Any dispute arising out of this Agreement shall be brought in a court whose jurisdiction includes the City of Williamsburg, Virginia, or at Hotel's option, shall be submitted to binding arbitration before a single arbitrator appointed in accordance with the rules for commercial disputes of the American Arbitration Association, who shall apply the substantive laws of the Commonwealth of Virginia. In any court or arbitration proceeding the prevailing party will be entitled to an award of its reasonable attorneys' fees, and costs and expenses, in addition to any other relief allowed by law or equity. This Agreement and any schedules or attachments referred to herein contain the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**CHANGES TO AGREEMENT**

All terms and conditions of this Agreement are based upon current arrangements. Should changes occur affecting the size of the Room Nights Commitment, the number or size of scheduled food and beverage functions, or the need for meeting rooms, the Hotel reserves the right to renegotiate the terms of this Agreement.

**ACCEPTANCE**

To indicate acceptance of the terms and conditions of this Agreement, sign below and return the Agreement to Hotel no later than **Thursday, June 17, 2010**. Upon receipt of the signed Agreement Hotel will establish the arrangements detailed herein on a definite basis and this Agreement shall constitute a binding Agreement between Group and Hotel. If the signed Agreement is not received by that time, Hotel will consider the accommodations available for resale.

We appreciate your selection of the Colonial Williamsburg Hotels for your needs and look forward to working with you on a great Event.

AGREED effective as of the Date of this Agreement first written above:

\_\_\_\_\_  
Mr. Stanley Skinner  
Time & Place Chair  
Virginia Building and Code Officials  
Association

\_\_\_\_\_  
Stephanie Lally  
Conference Sales Manager  
Colonial Williamsburg Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Colonial Williamsburg Hotels

## SCHEDULE 1

To Agreement Dated May 14, 2010

Virginia Building and Code Officials Association

VBCOA Annual Conference

### PAYMENT/CREDIT CARD AUTHORIZATION AND CREDIT APPLICATION

#### Initial Deposit Authorization (Select One)

\_\_\_\_\_ Enclosed is a check for the Group's Initial Deposit of **\$500.00**. ( Please make check payable to Colonial Williamsburg Company.)

\_\_\_\_\_ I authorize the Hotel to charge the credit card **listed below** for the **\$500.00** Initial Deposit. (Please complete credit card information required below.)

#### Final Payment Authorization (Select One)

\_\_\_\_\_ Group requests billing for final payment upon completion of the Event and has completed and enclosed the Hotel's credit application. If such billing is approved, the Hotel will notify the Group in advance of the Event in writing.

\_\_\_\_\_ Group authorizes the remaining balance due under this Agreement to be charged to the credit card **listed below**. (Please complete credit card information required below.)

Name of Group: Virginia Building and Code Officials Association

Booking code: **12044**

Print name as it appears on credit card: \_\_\_\_\_

Credit Card Type (*Circle One*):      VISA    MC    AMEX    DISC    DINER'S

Credit Card #: \_\_\_\_\_

Expiration Date (MM/YY):      \_\_\_\_ \_\_\_\_ / \_\_\_\_ \_\_\_\_

Security Code (*Listed on back of credit card*):      \_\_\_\_ \_\_\_\_ \_\_\_\_

Card Holder Signature: \_\_\_\_\_

Date:      \_\_\_\_ \_\_\_\_ / \_\_\_\_ \_\_\_\_ / \_\_\_\_ \_\_\_\_

VBCOA Annual Conference
APPLICATION FOR CREDIT

PLEASE PRINT

Company name: \_\_\_\_\_

DBA: \_\_\_\_\_

Contact person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Alternate Phone: \_\_\_\_\_

SHIP-TO INFORMATION: (if same as above, please check here:  same)

Location name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

TYPE OF BUSINESS:

- Individual Partnership Corporation Association Other

Federal ID # \_\_\_\_\_ Dun's # \_\_\_\_\_

Social Security # \_\_\_\_\_ (only required for individuals applying for credit)

NAME OF PRINCIPALS:

Table with 3 columns: Name, Title, Address. Multiple rows for listing principals.

DATE BUSINESS ESTABLISHED: \_\_\_\_\_

POINT OF CONTACT FOR BILLING QUESTIONS: \_\_\_\_\_

PHONE: \_\_\_\_\_

BANK INFORMATION:

Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

Full Address: \_\_\_\_\_

Bank Officer: \_\_\_\_\_

**DATE OF FUNCTION** \_\_\_\_\_

Please check Goods/Services to be provided

\_\_\_\_\_ Tickets      \_\_\_\_\_ Tour Dining      \_\_\_\_\_ Event

**List (3) three current credit references:**

Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of function: \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of function: \_\_\_\_\_ Account # \_\_\_\_\_

Name \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of function: \_\_\_\_\_ Account # \_\_\_\_\_

Applicant's signature certifies financial responsibility, ability and willingness to pay our invoices in accordance with our terms: the Final Statement is payable in full upon presentation. If not paid in full within thirty (30) days, a 1.5% (one and one half percent) late charge will be imposed on the ending balance for the statement billing period exclusive of new charges incurred during the billing period. In the event Group's account is referred to an attorney for collection Group hereby agrees to pay attorneys' fees in the fixed amount of 25% (twenty-five percent) of the outstanding balance of the Final Statement. In addition, Group irrevocably agrees that any legal action to recover the outstanding balance of the Final Statement may be maintained in any federal or state court whose jurisdiction includes the City of Williamsburg, Virginia, and Group waives any objection it may have to the jurisdiction or venue of such courts.

The above information is for the purpose of obtaining credit and is warranted to be true. The Group authorizes Hotel to investigate the trade and bank references listed above and to obtain a credit report pertaining to Group's credit history.

Group's name: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized signature

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**RETURN CREDIT APPLICATION TO THE FOLLOWING ADDRESS:**

Colonial Williamsburg  
P.O. Box 79788  
Baltimore, MD 21279-0788

Please be sure to include your Group Code: **12044** on any check and the credit application.