



LETTER OF AGREEMENT  
**Monday, October 6, 2014**  
**Revised, Thursday, October 23, 2014**

<b>Name:</b>	Jiletta Kubena	<b>Hotel Name:</b>	Schlitterbahn Beach Resort
<b>Title:</b>	Association President	<b>Marketing &amp; Sales Director:</b>	Mike Bigelow
<b>Company Name:</b>	Southwestern Assn. of Criminal Justice	<b>Phone:</b>	(956)772-7873, x3212
<b>Address:</b>	411 S.W. 24 <sup>th</sup> Street	<b>Fax:</b>	(956)761-4312
<b>City, State Zip:</b>	San Antonio, TX 78207	<b>Name of Event:</b>	SWACJ 2015
<b>Phone:</b>	210.434.6711, x2486	<b>Event Dates:</b>	October 7 – 11, 2015
<b>E-Mail:</b>	president@swacj.org first-vice-president@swacj.org	<b>E-Mail:</b>	<a href="mailto:mbigelow@schlitterbahn.com">mbigelow@schlitterbahn.com</a>
<b>Fax:</b>			

**GUESTROOM BLOCK AND SPECIAL GROUP RATES**

We are pleased to offer the following accommodations for your event:

Room rates will be offered for standard room accommodations beginning at \$80.00, plus applicable taxes, during the contracted period listed within this agreement. An optional \$15 per person, per day Stay-and-Play fee will be added to room stays during Fridays and Sundays and allow full access to the indoor waterpark. Other deluxe accommodations will also be made available to the **Southwestern Association of Criminal Justice 2015 Conference** Guests for discounted rates.

**RESERVATION METHOD:**

**Rooming List Clause:**

The Hotel understands that all reservations will be made by both Rooming list and individual call-ins. Rooming list will be submitted to the hotel on or before the cut-off date. Room and tax charges will be posted to the Group master account. Attendees included on the Association's room list will be responsible for their own incidental charges unless Schlitterbahn Beach Resort is notified otherwise by group contact. Individual attendees will be responsible for their own room and incidental charges. All reservations guaranteed to the master account and that fail to arrive on the scheduled arrival date will be considered No-Shows and a charge of one night's room and tax will be posted to the master account. Free parking will be included for all resort Guests.

Direct reservations may be made, upon completion of an executed agreement, by phone to **956.761.1160**. Schlitterbahn Beach Resort will extend the agreed upon rate on all standard room reservations made that conform to the parameters of this agreement by **Southwestern Association of Criminal Justice 2015 Conference** and individuals reserving their own accommodations.

### **RESERVATION GUARANTEE**

All reservations must be guaranteed by a valid major credit card, which will be supplied at the time of reservation. Any guaranteed reservation not cancelled **72 hours** prior to arrival will be subject to one night room and cancellation fee. Group may also direct the Hotel to utilize the Master Account as collateral to guarantee reservations in lieu of obtaining individual credit card information.

### **CUT OF DATE**

The Cut-Off Date for accepting reservations into this room block is **Friday, September 25, 2015**. Reservation requests received after 5:00PM local time at the Hotel on the Cut-Off Date will be accepted on a space and rate availability basis. Hotel reserves the right to release for general sale any unused portion of the room block.

The group agrees that if the Hotel does not receive the group's reservations by the date listed above then the Hotel will ask the group for a room block guarantee. In order for the Hotel to continue to hold the Group's room block the Group must submit this guarantee in writing on or before the established Group Cut-Off Date. Once this guarantee has been received by the Hotel the Group agrees that the allowable room block usage reductions will be waived by the Group and the Group will be responsible for their entire guarantee. If the Group's guarantee is lower than the allowable room block usage provisions then the Group will be responsible for the contracted room nights after the Cut-Off Date.

### **EARLY DEPARTURE FEES**

In the event a guest who has requested a room within your block checks out prior to the guest's reserved checkout date, the hotel will add an early checkout fee in the equal to one night room and tax to that guest's individual account. Guests wishing to avoid an early checkout fee should advise the Schlitterbahn Beach Resort at or before check-in of any change in planned length of stay. The Schlitterbahn Beach Resort will inform members of your group of this potential charge upon check-in and requests that you also inform your attendees of this obligation. The Schlitterbahn Beach Resort will deduct any collected early departure fees from the amount you may owe as performance damages.

### **RELOCATION**

If Hotel is unable to provide a sleeping room to a Group member holding a confirmed reservation, Hotel will provide the following to each attendee not accommodated at the Hotel:

- a. Complimentary arrangements for accommodations at a comparable nearby Hotel and payment for one night of accommodation;
- b. Complimentary transportation for attendee to and from the Hotel;
- c. Priority reservations for the first available room at Hotel the following night;
- d. One long distance phone call to provide notice of their changes.

### **GUESTROOM PERFORMANCE**

This Agreement is based in part on Group's use of a minimum n/a room nights. The Group is responsible for n/a% of the estimated **185** total room nights. **Estimated room needs are as follows: Wednesday, October 7, 2015 (20), Thursday, October 8, 2015 (75), Friday, October 9, 2015 (75) and Saturday, October 10, 2015 (15).**

One complimentary room night per every 25 room nights booked will be provided.

Primary meeting spaces will be provided on a complimentary basis.

Attrition clause is waived for **Southwestern Association of Criminal Justice 2015 Conference**

Board members will have complimentary room upgrades

Room rates will be offered three days prior to conference and extend to three days after the conference.

Ms. Kubena and Ms. Nix (or their designees) will be placed into beachfront suites for no charge.

## **FUNCTION SPACE AND FOOD AND BEVERAGE**

The Hotel has reserved the following meeting and function space for your program. (*Bastrop, Hibiscus & Various Breakout Rooms*)

**Southwestern Association of Criminal Justice 2015 Conference** agrees that Schlitterbahn Beach Resort will be utilized for food and beverage purposes at the South Padre Island Convention Centre and on the resort property. Menus detailing costs have been provided and 2014 pricing will be adhered to with the return of a signed agreement prior to Friday, October 24, 2014.

The Hotel reserves the right to reassign the space listed on the Meeting Space Recap to accommodate both the Group and all other groups using the Hotel's facilities during the Group's meeting.

Upon request, copies of proposed menus will be provided. The quotations listed do not include gratuities, taxes and service charges, which are currently 8.25% tax, 17% gratuity/service charge. All food and beverage taxes and service charge fees are subject to change without notice.

Definite menu selections must be made at least thirty (30) days prior to your event, with final guarantees due seventy-two (72) hours prior to the function. It is understood charges will be based on the guaranteed count or on consumption, whichever is the greater amount.

You have agreed to hold the banquet food and beverage events set forth in the attached program schedule and guarantee a minimum of \$0.00 food and beverage banquet revenue. This F&B Minimum does not include meeting room rental, food and beverage outlet revenue, room service, service charges, tax, labor charges, audio visual, parking, or any other miscellaneous charges incurred. Should your final actual banquet revenue drop below (90%) or \$0.00 the Parties agree that the difference between the F&B guarantee (minus allowable attrition) and the actual food and beverage expenditure will be assessed to your Master Account. You will be asked to sign Event Orders confirming menus and other details for each of your events. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Hotel to establish its loss prospectively and represent liquidation damages.

Based on your sleeping room and food & beverage usage as indicated in this contract and the anticipated revenues that the Hotel will realize from this event, the function space for your program's reception will be offered on a complimentary basis.

You will be asked to sign Event Orders confirming the specific room set up details before your event. Should extensive meeting room set-ups or elaborate staging be required, there will be a set-up charge to cover Schlitterbahn Beach Resort's cost and additional labor. If equipment is necessary that exceeds Schlitterbahn Beach Resort's inventory, the **Southwestern Association of Criminal Justice 2015 Conference** agrees to pay for the cost of renting of additional equipment. In addition, if significant changes are made to the room set-up details after receipt of the signed Event Orders (including on-site changes), a re-set fee of \$150.00 per meeting room or change will be assessed.

## **SIGNS AND BANNERS**

No signs, banners, or displays shall be erected or displayed in any part of the Hotel without prior approval. It is understood that approved signage and/or banners are subject to set up fees.

## **CANCELLATION CLAUSE**

**Southwestern Association of Criminal Justice 2015 Conference** agrees that should it cancel its event for any reason, including changing its meeting site to another hotel, that Schlitterbahn Beach Resort will suffer damages. The closer to the date of your event that a cancellation occurs, the less likely it is that Schlitterbahn Beach Resort will be able to replace any or all of your business with comparable business. Therefore, the parties agree that **Southwestern Association of Criminal Justice 2015 Conference** will pay as liquidated damages to Schlitterbahn Beach Resort immediately upon notice of cancellation a percentage of the total revenues anticipated by Schlitterbahn Beach Resort for your event from sleeping rooms and food and beverage events set forth in your program as follows:

These changes may be subject to the applicable taxes.

Schlitterbahn Beach Resort will not consider notice of cancellation valid and will not release accommodations held until payment of the liquidated cancellation damages is received, therefore delay in payment may result in higher damages owed.

Hotel agrees to use reasonable efforts to resell the Group rooms not used in the Room Block and credit the revenue, less the reasonable costs incurred by the Hotel to resell the rooms, against the Hotel's damages set forth above, in an amount not to exceed the full amount of such damages.

## **MASTER ACCOUNT**

It is our understanding you want to establish credit with us for this event. Please complete the enclosed application and return it to our assigned Conference Service Manager (Mike Bigelow).

The Hotel agrees that the Master Account statement will be sent to the Group within five (5) days after the group's departure. The Group shall advise the Hotel of any discrepancies or errors so that the Hotel may make proper adjustments. The outstanding balance of Group's Master Account (exclusive of disputed charges) will be due and payable thirty (30) from receipt of invoice. Upon resolution of any disputed charges, the Hotel shall re-bill such remaining charges to the Group. Payment of these agreed upon charges shall be payable within thirty (30) days of receipt of the Statement and no interest charges shall be assessed provided payment is made within thirty (30) days. All undisputed charges not paid within 30 days will be subject to interest accruing at the rate of 1 ½% per month until paid. The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any court proceeding will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

The sleeping rooms, function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth on the reverse side. You will be asked to sign Event Orders confirming the details of your events. Faxed signatures will be accepted. The person signing below agree that they are the authorized representatives of the above indicated group and Hotel who have the authority to enter this contract. This agreement and the terms and conditions on the reverse side may not be changed or amended unless done so in writing and signed by both parties.

**To accept this agreement, please sign and return the enclosed copy by Friday, October 24, 2014.** By returning the signed agreement you will enable us to establish these arrangements on a definite basis.

# LETTER OF AGREEMENT

## TERMS AND CONDITIONS

1. RESERVATIONS: Reservations will be made by: Rooming List no later than Friday, September 25, 2015. After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. Reservations requested by your attendees after this date will be accepted on a space and rate availability basis. Room and tax will be  paid by individuals or  charged to groups account.
2. OUTSIDE FOOD AND BEVERAGE: Due to state law, you may not bring to the Hotel alcoholic beverages. You must obtain prior approval from us before you bring in any food or non-alcoholic beverages from outside sources.
3. SECURITY: We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoors at the Hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.
4. INDEMNIFICATION: To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless Schlitterbahn Beach Resort, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except that nothing in this indemnification shall require you to indemnify the Hotel for that portion of any claim that is finally determined to arise out of the negligence or willful misconduct of the Hotel. The Hotel will defend, indemnify and hold harmless Group from and against all claims, actions or causes of action, liabilities and cost arising from errors, negligence or willful misconduct of Hotel's employees or agents in connection with the performance of the obligations hereunder which results in direct physical injury, death or damage to tangible personal property, provided that Group gives prompt notice of the claim to the Hotel, and provides all reasonable assistance there in.
5. AUXILLARY AIDS: Both the Group and the Hotel shall be responsible for the compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group, provide that the Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment of specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by the Hotel.
6. FORCE MAJEURE: The performance of this Letter of Agreement is subject to acts of God, war, government regulations, domestic terrorism, disaster, strikes, civil disorder, or curtailment of transportation facilities or any emergency beyond the parties' control, making illegal or impossible to perform their obligations under this Agreement. The performance of this letter of agreement is subject to acts of God, war, government regulations, government funding, domestic terrorism, strikes, civil disorder, or curtailment of transportation facilities or any emergency beyond the parties control, making it illegal or impossible to perform their obligations under this agreement.
7. PACKAGES may be delivered to the Hotel within 48 hours of the date of function. Packages or materials of excessive weight or value must be approved for receipt by the Hotel prior to shipping. There will be a **\$2.00 - \$14.00** per box incoming, and **\$2.00 - \$14.00** outgoing handling charge for all boxes processed by our Security Department. Each pallet or crate delivered to the Hotel is subject to a **\$75.00-\$150.00** handling charge. Shipping and receiving hours are 7:00am – 6pm Monday thru Friday. Any boxes received or shipped on Saturday or Sunday will incur an incoming and outgoing, **\$2.00 - \$14.00** per box handling fee. Should special arrangements for delivery be necessary, please contact your Conference Services Manager. A storage fee of **\$14.00** per box per day will apply for any boxes received prior to 48 hours of the first function. This storage fee will also apply to each empty packing container stored during the function. Schlitterbahn Beach Resort is not in any way liable for the contents of these packages,
8. PARKING: Self parking is available on a complimentary basis.

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: Schlitterbahn Beach Resort  
Mike Bigelow  
Director of Marketing & Sales

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: **Southwestern Association of  
Criminal Justice**

Dated: \_\_\_\_\_ By: \_\_\_\_\_ For: