



April 12, 2022

Mark P. Ryan
Superintendent
North Valley Military Institute
12105 Allegheny Street
Sun Valley, CA 91352

Phone: (323) 217-4481
Email: mryan@novamil.org

**RE: North Valley Military Institute Leadership Retreat
July 31, 2022 - August 04, 2022**

Dear Mark P.

We are delighted you have selected the SOUTH POINT HOTEL & CASINO for your program.

The HOTEL is holding the following guest room block. The HOTEL does not guarantee specific room type availability. Reservation requests for additional nights not included in the Client's room block will be accepted on a "group space available" basis at the Hotel's ***prevailing guest room rate***.

ROOM COMMITMENT

The HOTEL can accommodate the following room/suite commitment for **North Valley Military Institute Leadership Retreat**:

Room Block	Room Type	Sun 07/31/2022	Mon 08/01/2022	Tue 08/02/2022	Wed 08/03/2022	Total
North Valley Military Institute Leadership Retreat	Premium Room	25	25	25	25	100
		\$70.00	\$70.00	\$70.00	\$70.00	
	Booking Total	25	25	25	25	100

NOTE: The Sales Department is extending a special rate for Groups of twenty-five (25) rooms per night, or more. In order to receive the special Group rates, the CLIENT agrees to be responsible for a minimum of twenty-five (25) rooms per night. If the agreed block falls below the twenty-five (25) rooms per night, the CLIENT will be financially responsible for the difference.

GROUP ROOM RATES

The noted group room rates, based on single or double occupancy and subject to thirteen percent (13%) Clark County room tax. The charge for triple and/or quad occupancy is \$20.00 per night, over the quoted guest room rate.

NO MORE THAN FOUR (4) PERSONS PER ROOM. ID and credit card will be requested upon check-in.

SUITES

The HOTEL is not currently holding suites in the above-mentioned block other than the Premium, standard guest room accommodations. Any suites required must be reserved directly with our Reservations department at prevailing Hotel rates.

RESORT FEE

The HOTEL has a resort fee of \$17.00 inclusive per room, per night (standard price is \$21.00).

The resort fee includes:

- Guest room WIFI/internet
- Fitness Center access
- Self-parking and Valet services
- Airport Shuttle services (scheduled/based on availability)
- In-room Keurig coffee maker
- 24 hour Business Center with computer access
- Free local/toll free phone calls

AIRPORT SHUTTLE

If attendees plan to use the Airport Shuttle, we ask that each individual please call and make their own reservations, lists are not accepted. Reservations for the Shuttle can be made by calling us toll-free at:

1/866-791-7626 or local 702/797-8901

Airport shuttle reservations are required to be made at least 24 hours prior to arrival. Seating is limited, only those with reservations will be allowed to board.

AIRPORT SHUTTLE TIMES ARE LISTED ON OUR WEBSITE

TAXES/GRATUITIES

- Room Tax 13%
- Resort Fee \$17.00 inclusive, per room night
- Food/Beverage Tax 8.375%
- Food/Beverage Gratuity 20% (non-taxable)
- Audio Visual Tax 8.375% (all rented in-house equipment)
- Spa Daily Access \$30.00 per day

Please note: Above taxes and fees outlined are for the current year of **(2022)** and may be subject to increase for future years.

DEPOSIT POLICY

Listed below is an advance group deposit schedule:

Transaction Type	Charge Type	Date	Amount
Deposit	Food/Beverage	Apr 26, 2022	\$1,000.00
Balance Due			\$1,000.00

The HOTEL requires a deposit for all anticipated expenditures to be placed on the CLIENT's Account. If additional expenditures are added to the CLIENT's Account after the contract is signed, additional monies may be requested.

All deposits will be credited to the CLIENT's account, North Valley Military Institute Leadership Retreat. If a deposit is not received as scheduled above, this agreement, will be considered immediately terminated and HOTEL will be entitled to damages as provided under the Cancellation Clause. Any remaining deposit will be refunded within thirty (30) days after the group check-out date if not utilized for payment of any Account charges.

CUT OFF DATE

All requests for rooms at the convention group rate must be received no later than **July 11, 2022**. After **July 11, 2022**, all rooms will revert back to the hotel for sale. If guest rooms are requested after the cutoff date, rooms will be provided based on convention group room availability and at prevailing rate.

Rooms not physically occupied by 12 noon on the day immediately following the guest's scheduled arrival date will be considered "no shows" and released to HOTEL house allocation. Payment of room and room tax for the guest's scheduled arrival date on "no show" reservations will be forfeited and the room will be released to house allocation. Should the guest arrive after the room is released, a guestroom will be provided on a "space available" basis and the guest will be responsible for additional room and room tax incurred.

HOUSING PROCEDURE

Rooming lists must be submitted **DIRECTLY TO OUR ROOM RESERVATION DEPARTMENT** at FAX 702-797-8905 or e-mail to reservations@southpointcasino.com by the cut-off date of, **July 11, 2022**. If the rooming list is not received by **July 11, 2022**, rooms will revert back to the hotel and sold at prevailing rate. Full name of guests, arrival and departure dates and share/with names must be included; special comments such as non-smoking rooms, king/queen bedding types, etc. will be on a request basis.

NOTE: IF INDIVIDUALS ARE RESPONSIBLE FOR THE ROOM AND TAX, A CREDIT CARD WILL BE NECESSARY TO GUARANTEE ARRIVALS OF THE INDIVIDUAL RESERVATIONS.

Once a rooming list is submitted, the HOTEL will NOT accept a completely revised rooming list. Any additions, changes and/or cancellations should be faxed directly to South Point Room Reservation Department at 702-797-8905 or e-mail to reservations@southpointcasino.com.

NO CHANGES (DATE, NAME OR ADDITIONS) WILL BE ACCEPTED LESS THAN FIVE (5) DAYS PRIOR TO ARRIVAL.

PLEASE MAKE SURE THE GROUP NAME AND/OR GROUP CODE IS ON THE LIST.

GROUP ARRIVALS

Please note that if you have any group arrivals via motor coach or tour operator, they are subject to a mandatory group arrival charge of \$7.00 per person, round trip. An arrival and departure time must be submitted to the hotel at least seven (7) business days prior to arrival.

INDIVIDUAL CANCELLATION POLICY

Individual cancellations inside **72 hours** of arrival shall forfeit any room deposit (if applicable), or be billed for one night's room and tax. In addition, one night's room and tax will be billed for any guest who fails to check-in on the scheduled arrival date. Any remaining nights of a "no-show" reservation will be canceled, and all deposits forfeited.

CHECK IN/CHECK OUT

Check In/Check Out: Check in time is after **3:00 p.m.** and check out is **12:00 p.m.**

Late checkouts are subject to a penalty fee of room and room tax for an additional evening. If guests arrive before their room is ready or their departure is later than the 12-noon checkout, the HOTEL Bell Desk will be happy to store luggage for guests' convenience.

A credit card or debit card is mandatory for check-in for incidentals.

METHOD OF PAYMENT

All room, tax and resort fee for entire group will be posted to the group's Account. Individuals will be responsible for their own incidental charges.

All scheduled functions and miscellaneous will be posted to the group's account.

All Account charges must be prepaid in full at least twenty-one (21) days in advance of the group's first arrival via check, money order or credit card. Charges may be applied to the following credit cards: American Express, Discover, MasterCard or Visa. Procedures for credit card handling will be provided.

MEETING / FUNCTION SPACE

Date	Time	Function	Meeting Room	Setup	AGR
Mon, 08/01/22	8:00 AM - 5:00 PM	Meeting	Monterey Bay	Classroom	25
Tue, 08/02/22	8:00 AM - 5:00 PM	Meeting	Monterey Bay	Classroom	25
Wed, 08/03/22	8:00 AM - 5:00 PM	Meeting	Monterey Bay	Classroom	25
Thu, 08/04/22	8:00 AM - 1:00 PM	Meeting	Monterey Bay	Classroom	25

North Valley Military Institute Leadership Retreat has committed to the events in the Schedule of Events above.

This Schedule of Events outlined constitutes all stipulations outlined in this agreement. The Hotel will not reassign space without reasonable cause, and prior to reassignment will notify North Valley Military Institute Leadership Retreat in writing.

If the numbers decrease or increase, more than 10% we cannot guarantee adequate meeting space will be available.

CATERING/CONVENTION SERVICES

The Catering/Convention Services Department will be in contact with CLIENT following receipt of the signed agreement. The Catering/Convention Services Manager becomes the main contact for all details involving function arrangements, meeting room set ups, menus, billing procedures, procedures, hotel policies, etc.

NOTE: CLIENT must contact and advise the Catering/Department if either is applicable:

- **Having any number of Vendors, Exhibitors and/or Sellers in meeting or exhibit space**
- **Having any ticket sales for the event/show for public or attendees**

For Table Top Exhibits, we offer exhibit sets at \$60.00 each/per day. Exhibit set include: 1-8' table, 1 standard cloth, and 1 wastebasket. Chairs are an additional \$5.00 each/per day. Maximum twenty (20) tabletops.

NEVADA CLEAN INDOOR AIR ACT (NRS 202.2491)

By Nevada State Law, smoking (including E-Cigarettes) is prohibited in indoor public spaces. As a result, all South Point meeting rooms and the Conference Center are designated as non-smoking. The Nevada Clean Indoor Air Act does not provide exemption for private events; therefore, any person or group utilizing these areas for a closed event are subject to compliance with the regulation.

FOOD & BEVERAGE ATTRITION CHARGE

North Valley Military Institute Leadership Retreat has committed to the events in the Schedule of Events above and this Agreement is based on North Valley Military Institute Leadership Retreat Group's commitment to spend not less than **\$4,000.00**, (excluding applicable taxes and gratuities), in Catering food and beverage functions at the hotel. North Valley Military Institute Leadership Retreat spend less than **\$4,000.00**, North Valley Military Institute Leadership Retreat shall pay to the HOTEL the difference.

NOTE: Please be advised the food and beverage minimum applies only to scheduled food and beverage functions in the HOTEL'S Conference Center. Coupons and/or hotel restaurant food/beverage revenue does not apply.

CANCELLATION

North Valley Military Institute Leadership Retreat may cancel upon written notification to the HOTEL at which point all rooms and space will revert to HOTEL.

The cancellation date for the purpose of determining damages shall be the date the damages check is received by HOTEL.

The following Damages to be paid for cancellation:

Cancellation between signing and arrival	\$1,000.00
--	-------------------

NOTE: Any Catering functions cancelled (60) sixty-days out or less will incur cancellation damages of 80% of estimated Catering revenue.

FORCE MAJEURE

The performance of this agreement is subject to cancellation without liability upon the occurrence of any circumstance beyond the control of either party-such as acts of God, war and/or attack, terrorist activity, **government regulations, epidemics, pandemics (as defined by the World Health Organization or the Center for Disease Control)**, disaster, strikes, civil disorder, or curtailment of transportation facilities-to the extent that such circumstances make it illegal or impossible to travel to, provide or use the facilities making it commercially impracticable (provided that financial hardship to either party shall not be considered commercial impracticability).

AMERICANS WITH DISABILITIES ACT/AUXILIARY AIDS

To the best of HOTEL'S knowledge, HOTEL hereby represents and warrants that it is in compliance with all Federal, State and Local laws and requirements pertaining to the accessibility of its facilities to persons with disabilities. North Valley Military Institute Leadership Retreat will be responsible for providing any and all equipment needed.

DISPUTE

This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada. If a dispute arises, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved by litigation and/or settlement. Any action arising out of this agreement shall be litigated in, and only in courts located in Las Vegas, Nevada and all parties agree to submit to the exclusive jurisdiction of these courts and further agree that Las Vegas, Nevada Courts are a convenient forum for the parties.

AUTHORIZATION / AMENDMENT

The undersigned hereby expressly warrant that they are authorized on behalf of **North Valley Military Institute Leadership Retreat** and HOTEL to enter into the commitments set forth herein and to sign this contract. The parties agree and understand that no claim of lack of authorization or authority will be deemed effective by either side in the event of any dispute.

The parties further agree this document constitutes their entire agreement, and supersedes any prior discussions, negotiations, drafts or communications, whether oral or in writing. Any changes to or amendments of this agreement must be made in writing and signed by both parties.

North Valley Military Institute Leadership Retreat and HOTEL agree that if this agreement is not signed and returned to the HOTEL by **April 26, 2022**, this agreement shall have no force or effect and none of the terms and conditions of this agreement shall be binding on either party.

PROPOSED BY:

Marlene Mahoney
National Sales Manager
South Point Hotel & Casino

ACCEPTED AND AGREED TO:

“CLIENT”
North Valley Military Institute

“HOTEL”
GAUGHAN SOUTH LLC dba
SOUTH POINT HOTEL & CASINO

By: _____

Name: Mark P. Ryan
Title: Superintendent

Date: _____

By: _____

Name: Maureen Robinson
Title: Director of Sales

Date: _____