



## GROUP SALES AGREEMENT

Homewood Suites Palm Desert  
36999 Cook St.  
Palm Desert, CA 92211  
Phone: 760-568-1600

## DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between the Homewood Suites Palm Desert and Novamil and outlines specific terms, conditions and services to be provided.

**ORGANIZATION:** North Valley Military Institute

**CONTACT:** Mark Ryan

Title: Contact  
Street Address: 8309 Laurel Canyon  
City, State: Sun Valley, CA  
Postal: 91352  
Phone Number: 323-217-4481  
E-mail Address: mryan@novamil.org

**NAME OF EVENT:** Staff Academy

**OFFICIAL PROGRAM DATES:** July 23, 2021 - July 25, 2021

## GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Novamil agrees that it will be responsible for utilizing, room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Date	Type	Block	Rate
Friday Jul 23, 2021	King	20	\$119.00
Saturday Jul 24, 2021	King	20	\$119.00

Hotel room rates are subject to applicable state and local taxes 14% in effect at the time of check in.

## METHOD OF RESERVATIONS

Rooming list, Reservations must be made by cut off date - July 21, 2021

## GUARANTEED RESERVATIONS

All reservations must be accompanied by a first night room deposit, or guaranteed with a major credit card or by North Valley Military Institute. Hotel will not hold any reservations unless secured by one of the above methods. Individual reservations may be cancelled up to 6:00PM on the date of arrival to avoid no show charges. The no-show fee is one night's room & tax charge.

Release of rooms for general sale before 6:00PM to avoid no-show charges, does not affect Novamil's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

Please note a check-in time of 3:00PM and check-out time of 11:00AM. For added convenience baggage storage can be arranged at any time for our guests.

## CUT-OFF DATE

Reservations must be made received on or before July 21, 2021. At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space--and rate--available basis at the Novamil group rate after this date.

Release of rooms for general sale following the Cut-Off Date does not affect's Novamil's obligation, as discussed elsewhere in this Agreement, to utilize guest rooms.

GROUP AGREEMENT GUARANTEE

The credit card authorization form will be sent to secure the room block and/or meeting space. If cancellation or attrition fees apply, credit card will be charged. Contract is not considered definite or binding until hotel receives completed credit card authorizations.

BILLING ARRANGEMENTS

The following billing arrangements apply:  
Credit Card Authorization for Room and Tax and meeting room rental.

In the event Novamil decides to cover these costs, please complete a direct bill application and/or credit card authorization form.

CANCELLATION

Novamil acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a “Cancellation”), this action would constitute a breach of Novamil’s obligation to Hotel and Hotel would be harmed. Because Hotel’s harm (and Novamil’s obligation to compensate Hotel for that harm) is likely to increase if there is a delay in notifying Hotel of any Cancellation, Novamil agrees to notify the Hotel, in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- It would be difficult to determine the Hotel’s actual harm.
- The amount set forth below reasonably estimates the Hotel’s harm for a Cancellation.

Novamil therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

CANCELLATION POLICY

Total Room Revenue” is the dollar amount equal to the number of room nights in the Room Night Commitment multiplied by groups average room rate. If applicable, state and local taxes will be added to the amounts listed above.  
Provided that Novamil timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Novamil relating to the Cancellation.

GUEST ROOM MINIMUM

Hotel is relying on, and Novamil agrees to provide, a minimum of INSERT RN EQUALING AMOUNT OWED IF ATTRITION APPLIEScumulative room nights. Should the minimum fall below this amount, Novamil will be responsible for the difference between the minimum guest room nights and actualized guest room nights multiplied by the single guest room rate multiplied by 80% (guest room minimum minus guest rooms actualized multiplied by single group room rate multiplied by 80%), plus any applicable taxes. Should the minimum fall below 10 rooms per night, hotel reserves the right to charge remaining rooms at Best Available Rate.

Meeting Space Requirements

Date	Room	Setup	People	Rate
Friday Jul 23, 2021 8:00 am to 11:45 pm	Coachella Meeting Room	No Specific Setup	40	\$350.00
Saturday Jul 24, 2021 8:00 am to 11:45 pm	Coachella Meeting Room	No Specific Setup	40	\$350.00
Sunday Jul 25, 2021 8:00 am to 6:00 pm	Coachella Meeting Room	No Specific Setup	40	\$350.00

ROOM RENTAL

Room rental fees are determined upon original program details. Revisions from the original contract may necessitate a revision in room rental fees. 13% Sales tax added to all room rental fees.

MEETING ROOM BILLING

Credit Card Authorization for Meeting Room Only

MUTUAL INDEMNIFICATION

Group agrees to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel Manager, Homewood Suites, and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney’s fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the purchase of food and the preparation or serving of food to Hotel guests by persons other than Hotel employees.  
Hotel agrees to indemnify, defend and hold harmless the Group, attendees, and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney’s fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the Group/Event.

## IMPOSSIBILITY OF PERFORMANCE

This agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder in the city in which Hotel is located, terrorist attacks in the city in which Hotel is located, pandemic/epidemic illness (including COVID-19 or any similar health concerns announced by the World Health Organization and/or the Centers for Disease Control and Prevention, curtailment of transportation facilities, or any other emergency making it illegal, or otherwise impossible to provide the facilities of the services or to hold the meeting. Any delay in necessary and essential construction or renovation of the Hotel; strike, lockout, or work stoppage or other restraint of labor, either partial or general from whatever cause.

## ARBITRATION

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in Palm Desert, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of CA. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of CA and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

## LITIGATION EXPENSES

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

## ACCEPTANCE

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies «name» at any time prior to «name»'s execution of this document, the outlined format and dates will be held by the Hotel for «name» on a first-option basis until July 21, 2021. If Novamil 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 July 21, 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 Novamil.

Hotel and Novamil have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

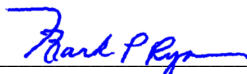
## SIGNATURES

Approved and authorized by:

Name: Mark Ryan

Title: Contact

Signature:



Date: Dr. Mark P. Ryan, Superintendent July 16, 2021

Approved and authorized by Hotel:

Name: Hank Anderson

Title: Senior Sales Manager

Signature:

Date: