



Catering & Rooms Contract

Event Name PA State Conference of Young People in Alcoholics Anonymous	Event Date August 21-23, 2020	Telephone [REDACTED]	Fax [REDACTED]	Event # G/0967
Address [REDACTED]		Booking Contact [REDACTED]	Sales Rep [REDACTED]	Guests 1000

This Facility License Agreement (hereinafter, the "Agreement") is made between Spooky Nook Sports, Inc., a/k/a The Sports Complex, a/k/a Nook Sports ("The Nook") (hereinafter, the "Owner"), and the User ("PA State Conference of Young People in Alcoholics Anonymous").

FOOD & BEVERAGE GUARANTEED AMOUNT:

A minimum of **\$0.00** in food and **\$0.00** beverage must be spent at your function. This minimum is reached by selecting food and beverage items equal to or exceeding the required dollar figure based on final menu selections. All food and beverage items will be charged their respective prices listed in the Spooky Nook Sports Catering Menu. This minimum does not include event space rental, service charges, tax and labor charges, audio-visual or any other miscellaneous charges incurred. User is required to pay Spooky Nook Sports any balance that does not meet or exceeds the guaranteed amount.

FINAL GUARANTEE:

Spooky Nook Sports must be notified of the guaranteed attendance no later than noon 7 business days prior to the scheduled function. Guarantees of attendance are not subject to reduction once submitted.

RENTAL INFORMATION:

From	Start Time	To	End Time	Setup	Function Name	Room Name	Covers	Rent
08/21/2020	03:30PM	08/21/2020	08:00PM	Rounds	Breakout	Inspire	25	\$150.00
08/21/2020	03:30PM	08/21/2020	08:00PM	Rounds	Breakout	Motivate A	25	\$150.00
08/21/2020	03:30PM	08/21/2020	08:00PM	Rounds	Breakout	Motivate B	25	\$150.00
08/21/2020	03:30PM	08/21/2020	11:59PM	Rounds	Breakout 24 HOUR HOLD	Integrity A	25	\$200.00
08/21/2020	03:30PM	08/21/2020	11:59PM	Rounds	Breakout 24 HOUR HOLD	Integrity B	25	\$200.00
08/21/2020	07:30PM	08/21/2020	11:59PM	Theater	Meeting/Dance	Olympic Hall	1000	\$1,250.00
08/22/2020	12:01AM	08/22/2020	11:59PM	Rounds	Breakout 24 HOUR HOLD	Integrity A	25	\$300.00



Catering & Rooms Contract

08/22/2020	12:01AM	08/22/2020	11:59PM	Rounds	Breakout 24 HOUR HOLD	Integrity B	25	\$300.00
08/22/2020	12:01AM	08/22/2020	11:59PM	Theater	Meeting/Dance	Olympic Hall	1000	\$4,500.00
08/23/2020	12:01AM	08/23/2020	12:00PM	Theater	Meeting	Olympic Hall	1000	\$1,250.00

Spooky Nook Sports reserves and User guarantees payment for the meeting room space for the days/times listed above, which is deemed part of this Agreement. Spooky Nook Sports may change specific meeting room space as deemed necessary. User will be given advanced notice of change when possible. User must obtain final approval from Spooky Nook Sports before publishing meeting room names. Any variation to times listed above must be submitted in writing to Spooky Nook Sports and approved based on availability. Additional time requests may result in additional rental fees.

DEPOSIT SCHEDULE:

Due	Amount	Description
06/10/2019	\$2,100.00	Due with signed contract
07/06/2020	\$6,350.00	Second deposit due

Deposit schedule is based on sleeping rooms paid by User, rental and food and beverage minimum. Additional event fees will apply and be added to the final balance due, based on sleeping room pick-up, final menu selections, audio visual needs and final count information. Deposits do not include service charge and applicable tax. **All estimated balances are due 7 Days prior to event with your final guarantee. Any additions after last deposit and on consumption items, will be invoiced and due "Net 10" days from invoice date.** [REDACTED] initials

Total deposits/balance due as stated in the above payment schedule. Dates and times are not guaranteed unless payments as described above are paid. Renter/ User agree to pay suggested fees and possible fees identified in the agreement. The meeting of the payment deadlines related to this agreement is the total responsibility of the Renter/User. All deposits are non-refundable.

SLEEPING ROOM ARRIVAL/DEPARTURE PATTERN AND RATES:

Date	Rm Type	Rooms	Rate	Total
08/21/2020	Standard	100	\$159.00	\$15,900.00
08/22/2020	Standard	100	\$159.00	\$15,900.00
TOTALS		200	\$159.00	\$31,800.00



Catering & Rooms Contract

PER NIGHT MINIMUM: 72 Hour Cancellation Policy – Rates include complimentary guest parking 1 car per guest room. Use of fitness center and fitness classes. One \$10 Arcade gift card to each registered child in guest room.

ATTRITION CLAUSE: Hotel is relying upon PA State Conference of Young People in Alcoholics Anonymousser's use of the room night commitment. User agrees that a loss will be incurred by Hotel if User's actual usage is less than 80% of the room night commitment.

If User's actual usage is less than 80% of the room night commitment, User agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the room night commitment and User's actual usage, multiplied by the average group room rate, plus applicable taxes.

INDIVIDUAL CANCELLATION: Individuals may cancel up to 72 hours prior to arrival.

GUEST ROOM TAX: The rates specified do not include applicable taxes or other mandatory fees. All taxes are subject to change without notice. Current Tax Rate: 11% Occupancy Tax

METHOD OF PAYMENT: All reservations must be guaranteed with a credit card: Individual pay guests may change the method of payment at check in. The guest is responsible for room, tax, incidentals, and other mandatory fees or gratuities.

****METHOD OF RESERVATION (INDIVIDUAL CALL IN):** Please have guest call hotel 855-618-6181 and reference room block for PA State Conference of Young People in Alcoholics Anonymous Code: 7087 or book through our website at www.warehousehotel.com and use Group Code 7087 – no later than 7/21/2020

RESERVATION CUT OFF DATE:

Reservations must be received by 7/21/2020 at which time any rooms not reserved will be released back to hotel for public sale. After the specified cut-off date, reservations will be honored based on availability at the guest room rack rate.

CHECK-IN/CHECK-OUT:

The guest check-in time is 4:00PM. Payment for a guestroom is due upon check-in by cash or credit card. Checkout time is 12:00PM. Early departures subject to one night's room & tax fee.

NO SHOWS:

In the event a confirmed reservation does not check in on their scheduled arrival date, a one night room rate and tax will be charged to the credit card provided and the room will be released for sale.

Damage and Cleaning Fees

Owner warrants that the Property shall be provided at the inception of this Agreement to User in clean and fully functional order. Should the Property, upon termination of this Agreement, be returned to Owner in any less clean or functional condition (excepting normal wear and tear) than presented, Users will be assessed a cleaning fee of



Catering & Rooms Contract

\$50 per hour, plus costs of maintenance, repair and damages, if any, unless arising as a direct result of Owner's act or omission. [REDACTED] initials

Parking

Spooky Nook Sports offers ample onsite parking spaces for members and events. Should an auxiliary lot be needed, based on Spooky Nook Sports discretion, accommodations will be made at no additional cost to User.

For all parking written and verbal communication to attendees please use the address of 75 Champ Blvd, Manheim PA 17545

Service Charge

There will be a 20% service charge that is subject to change. Service charge applies to surface and meeting room rental, food and beverage and audio visual pricing. [REDACTED] initials

Deliveries

Spooky Nook Sports shall not be obligated to accept delivery of User's property addressed to User at the Facility, unless User has notified Spooky Nook Sports a minimum of 24 hours in advance of the delivery, and Spooky Nook Sports has agreed to accept such deliveries in writing. Send to 2913 Spooky Nook Rd Manheim, PA 17545. Attention to Event Services with event and company listed below. User shall coordinate with its vendors to assure delivery of any item in accordance with Spooky Nook Sports instructions. Spooky Nook Sports does not have a shipping/receiving department and therefore any shipments received by Spooky Nook Sports without prior notice may be returned to sender at sender's cost. Spooky Nook Sports shall not be liable for identifying damage to such property, or for securing the property. User shall defend, indemnify and hold harmless Spooky Nook Sports for and against any loss of or damage to such property and to any damage caused by such property to other persons or property.

Advertising Materials by User

All advertising of User's Event shall be accurate and true in all respects. All advertising for events that include an admission charge must state the total admission charge. User may not advertise any event unless and until the Agreement is fully executed by all parties. User may not state or imply that Spooky Nook Sports endorses the Event. User shall not broadcast by television or radio any event scheduled to be presented in the Facility under the terms of the Agreement without prior written approval from Spooky Nook Sports.

User's Property

User agrees Spooky Nook Sports will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms or anywhere on Spooky Nook Sports property. User is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. User may not rely on any verbal or written assurances provided by Spooky Nook Sports staff, other than as provided in this Agreement.

Broadcast Fee

Spooky Nook Sports shall retain all television, film, radio and/or recording rights to any Events, which take place in or at the facility. User may purchase such rights from Spooky Nook Sports for a broadcast fee equal to the amount determined by Spooky Nook Sports, when such recording is broadcast and/or distributed for commercial purposes.



Catering & Rooms Contract

User shall deliver such contract to Spooky Nook Sports not less than 24 hours prior to the commencement of any such television, broadcast, film or recording activity of any Event in or at the Facility, and shall be accompanied by a written and signed statement by User that no other agreement, express or implied, written or oral, has, to its knowledge, been reached or negotiated wherein User shall receive any additional monies for such rights.

Tours

Spooky Nook Sports reserves the right to conduct public tours of the Facility, including during User's Event. Spooky Nook Sports will conduct such tours in a manner that will not interfere with User's Event.

Glitter & Other Decorations

The use of glitter, and/or confetti is not permitted without the prior, written approval of Spooky Nook Sports. Costs associated with the clean-up are the responsibility of the User.

Decorating and Affixations to the Facility

User will not permit anyone to affix any material to the walls, floors, doors or ceilings, including, but not limited to the driving of any nails, hooks, tacks or screws into any portion of the Facility, without the prior written consent of Spooky Nook Sports. If, with or without Spooky Nook Sports approval, User damages the Facilities it will pay Spooky Nook Sports the full cost of any repair or replacement.

Merchandise/Vendors

No outside vendors, nor User or any of User's participants, including but not limited to teams and individuals participating in the Event ("User's Participants"), will be permitted to sell any merchandise at the Spooky Nook Sports Complex, unless User obtains the prior written consent of Owner, which consent shall be in Owner's sole discretion, and the parties enter into a Merchandise Agreement no later than fourteen (14) days prior to the Event start date.

Food and Beverage

No outside food and beverage is permitted on-site at Nook Sports. Coolers are not permitted on premise. No alcohol is permitted in any meeting, event or public areas, unless Bar Service is contracted through Spooky Nook Sports. Leftovers may not be taken after a catered event.

This Agreement shall become effective upon the date first set forth above and terminate upon the end of the period set forth directly above. The total rent must be paid in full by the User prior to the use of the facility. The parties agree that this Agreement will automatically and immediately terminate should the User's payment(s) fail to clear the Owner's banking institution (e.g., for insufficient funds).

1. **Purpose and Nature of Use:**
 1. **Expected Attendance:** 1000 Open to Public: No
 2. Renter/ User agree to pay suggested fees and possible fees identified in the agreement. Total deposits/balance due as stated in the above payment schedule. **Dates and times are not guaranteed unless payments as described above are paid. The meeting of the payment deadlines related to this agreement is the total responsibility of the Renter/User.**
 3. **Payment and Cancellation -**



Catering & Rooms Contract

- a. Deposits are non-refundable.
 - b. Cancellation less than 45 days prior to contracted use date/s will result in User being responsible for all contracted food & beverage minimums, rentals, room night attrition and applicable taxes & service charges.
 - c. All Events will be held rain or shine. No deposits or paid License Fees shall be returned to User in the event of User's cancellation of the Event or decision not to participate in the Event due to weather conditions.
4. **Facility Rules.** User and User's participants, employees and other third parties (other than the Owner), who may enter the Facility or the Property during the Rental Period, agree to abide by the rules of the Facility. All Users' participants must sign the Facility's Waiver Form.
 5. **Insurance.** User has, and shall maintain throughout the term of this Agreement, general liability insurance with an insurance company licensed to do business in Pennsylvania and having a rating of at least A- under AM Best, naming Owner, The Sports Complex, LP, and The Sports Complex GP, LLC as an "additional insured," in an amount of coverage not less than \$1,000,000 per occurrence, including bodily injury [personal injury] and property damage, and \$2,000,000 aggregate. Prior to the use of the Property, User agrees to deliver to Owner a certificate of insurance by an insurance company satisfactory to Owner, which names Owner as an additional insured and provides that the insurance company must provide the Owner with at least ten (10) days' prior written notice of any cancellation or reduction in coverage. In addition, if the User's activities are sports/recreation related, liability coverage must INCLUDE "Participant Legal Liability" or "Claims Made by Athletic Participants". In addition, if requested by Owner User shall ensure that User's Participants consisting of teams shall carry the same insurance policies as described herein during the term of this Agreement.
 6. **Indemnification and Release.** The User assumes and agrees to be fully and exclusively responsible for any injuries or damages to persons and property occurring in connection with the events during the Rental Period, including, without limitation, injuries to employees, participants, associates, guests, spectators and any members of the public in attendance at any of the events being held by the User at the facility. The User shall defend, indemnify, and hold the Owner, its affiliates, officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement unless such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result solely from the grossly negligent or intentional acts or omissions of the Owner, its affiliates, officers, agents or employees.
 7. **No Use of Logo or Trademark.** User and User's Participants are prohibited from using any logos, trademarks, or copyrighted material owned by Owner, including but not limited to the Spooky Nook Eyes logo as shown in this Agreement, unless User obtains the prior written consent of Owner, which consent shall be in Owner's sole discretion, and the parties enter into a License Agreement for such use no later than fourteen (14) days prior to the Event start date. User and User's Participants are permitted to provide a link on their websites to the Spooky Nook website.
 8. **Force Majeure.** Neither party is liable hereunder for any failure or delay in its performance under the Agreement arising from any cause beyond the defaulting party's reasonable control, including acts of God, such as fires and floods, earthquakes, epidemics, wars, governmental actions, civil disturbances, strikes and riots.



Catering & Rooms Contract

The undersigned parties each acknowledge that they are authorized to enter into this Agreement, they have read all of its terms and conditions, and they understand and agree to abide by the rules and guidelines set forth. Please sign and return contract by the 1st deposit due date listed above to Nook Sports in order to hold your event space on a definite basis.

**PA State Conference of Young People in Alcoholics
Anonymous:**

User/Signature: [Redacted]

[Redacted]
Date: [Redacted]

Spooky Nook Sports:

User/Signature: [Redacted]

[Redacted]
Date: [Redacted]



Catering & Rooms Contract

CREDIT CARD AUTHORIZATION FORM:

A credit card must be on file to guarantee the User's function. Please provide all information requested below as a form of payment for all event charges as outlined in this contract (Guest Rooms, Food & Beverage, AV, Miscellaneous, Service Charges and Taxes).

Cardholder Information

Name as it appears on the credit card:

Card type:

Visa MC Amex Discover

Account type:

Individual (personal credit card)

Corporate | Company Name:

Credit Card Account Number:

Exp. date:

Address (where statement is mailed):

City, State and Zip:

Phone number:

Fax or alternate number:

I certify that all information is complete and accurate. I hereby authorize Spooky Nook Sports to collect payment for all authorized charges including deposit(s) and final payment(s) associated with this event by processing a charge to the credit card listed above. I certify that I am the authorized signer of the credit card listed above.

In the case that the card listed above is intended as method of guarantee only, please select how payment will be received:

Check Other Credit Card (credit card authorization form is required for any credit card on file)

Cardholder name:
(Printed)

Cardholder signature:

Date: