



GROUP SALES AGREEMENT

This agreement (the "Agreement") is made and entered into by and between **Western Service Learning, Inc.** (referred to as 'Group') and **Terrapin, Abq Airport LLC.** (Referred to as 'Hotel') for an event over the official dates of **10/21/2021-10/24/2021** (the "Event").

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement: #

ARTICLE I: DESCRIPTION OF THE EVENT

Hotel shall provide accommodations for the following Event as pursuant to the terms and conditions of this Agreement:

Event Name and general description of event: Western Service Learning Day

Group Contact Name: Linda Nash

Group Contact E-Mail Address: linda6594@gmail.com

Group Contact Address: 226 Verrado Street
Los Alamos, NM 87544

ARTICLE II: GROUP ROOM RESERVATIONS AND CONCESSIONS

2.1 Sleeping Rooms and Rates. Hotel agrees that it will provide, and Group agrees that either Group or guests attending the Event (as specified below) will purchase, room nights in the Hotel in the following pattern (the "Room Block"):

Blocked Room Flow

	Thurs 10/21/2021	Fri 10/22/2021	Sat 10/23/2021
Run of House	20	70	80

Room	Single/Double Rate
Run of House	\$119.00

2.2 Taxes. The above rates do not include any applicable state or municipal taxes, fees or assessments. Group shall be responsible for any applicable taxes, fees or assessments, the amounts of which are subject to change by applicable government agencies with or without notice. If Group is claiming tax-exempt status, then (1) Group must present all documentation required by Hotel and pay in the manner specified by Hotel and (2) Group hereby accepts all liability and agrees to indemnify Hotel for all taxes paid and all costs incurred, including attorney fees, if a taxing authority requires that Hotel remit tax for the room nights covered by this Agreement.

2.3 Attrition: Should your event generate less room night revenue (excluding taxes) than the anticipated revenues set forth above, an attrition fee will be due. At the conclusion of your event, we will subtract the room revenue derived from your room block from the anticipated room night revenue as set forth above (less the allowable 20% attrition). A Charge in the amount of 80 percent of the remaining amount will be posted to your account, plus applicable taxes.

2.5 Arrival Date: 10/21/2021

The term “**Arrival Date**” in this Agreement refers to the earlier of the first date of the Room Block and the first of any Functions.

2.6 Cutoff Date: After **09/30/2021** (the “**Cutoff Date**”), Hotel shall be permitted to release, for sale to the general public or to other groups, any room nights in the Room Block that have not been reserved as provided in this Agreement. Hotel will continue to accept reservations from Group’s attendees after that date at the stated group rate of (\$119), subject to hotel’s discretion and availability, and all rooms will be counted towards Group’s sleeping room requirement if booked by other booking channels or after cutoff date. Hotel will allow for group to pick up additional sleeping rooms above the contracted group block, subject to availability post/prior to the cutoff date. The release of room nights after the Cutoff Date shall not release Group from any liability for Sleeping Room Performance as provided in this Agreement.

2.7 Intermediary Commission or Fee. All rates are non-commissionable.

2.8 Sleeping Room Reservations. Each individual guest must make his or her own reservation by calling 505-462-3966 or 888-625-4937 no later than the Cutoff Date. Guests making such reservations must identify themselves as members of Group, with **Western States Learning Day**. All reservations must be accompanied by a guarantee with a major credit card. If a guest does not cancel a reservation within 24 hours before **10/21/2021** or the guest’s check-in date, then Hotel may charge the credit card one night’s room fee plus any applicable taxes.

2.9 Group Concession

- 80% attrition with 1 Comp per 40 picked up rooms nights to master
- (2) One Complimentary Upgrade to Club Level for speakers Duration of Conference
- Complimentary Parking for Meeting attendees
- Complimentary Internet in Sleeping Room
- Complimentary Internet for Presenters Only in Meeting Space
- Microphone needed in each room
- Complimentary use of Rio Grande and Bernalillo for hospitality suite with minimum of 130 room nights cumulative.
- Waived outside AV usage fee
- Meeting Room Rental with no Food and Beverage Minimum (discount for booking RCC2020 & WSLD2021)
- Breakfast Coupons \$11 per person available at the front desk Friday-Monday for Buffet in Left Turn
- Lunch Special provided Friday & Saturday(ex: Taco Bar with all the Trimmings) \$14 per person
- Waived Set-up fees
- Waived Meeting Rental for 12 planning meetings in Vista Norte between November 2020 & October 2021

ARTICLE III: FUNCTION ROOM AND CATERING SERVICES

3.1 Function Rooms. Hotel shall make the following reservations of meeting spaces for group functions during the Event (“Functions”) without a food and beverage minimum. Hotel has waived the \$1000.00 rental provided the group picks up a minimum of 80% anticipated room night revenue as set forth above:

Function Agenda

Day	Start - End Time	Function Description	#PPL	Function Room
Thursday	4:00PM	Registration		Foyer/Hallway
	4:00PM-9:00PM	Meeting	150	Bandelier/Tijeras
	24HR Hold	Hospitality Suite	10	Rio Grande/ Bernalillo
Friday	7:00AM	Registration		
	7:00am-5:00PM	Breakout	120	Tijeras
	7:00am-5:00PM	Breakout	120	Bandelier
	7:00am-10:00PM	Quick Meet	10	Vista Norte
	24 Hour Hold	Hospitality Suite	10	Rio Grande/Bernalillo
Saturday	7:00AM	Registration		
	7:00am-2:00PM	Breakout	90	Tijeras
	7:00am-5:00PM	Breakout	90	Bandelier
	7:00am-5:00PM	Breakout	90	Chaco
	7:00am-5:00PM	Breakout	90	Valle Grande
	7:00PM-10:00PM	General Session	350	Anasazi Ballroom
	6:00PM-7:00PM	Dinner	160	Alvarado Ballroom
	7:00PM-10:00PM	General Session	350	Anasazi Ballroom
	24HR Hold	Hospitality Suite		Rio Grande/Bernalillo
Sunday	7:00AM	Registration		
	8:00AM-10:00AM	General Session	350	Anasazi Ballroom
	24HR hold ending 1:00PM	Hospitality Suite	20	Valle Grande

Hotel reserves the right to assign and change specific Function space at its discretion. Group must obtain final approval from Hotel before publishing function room names. The function type may be changed as long as the function space allows for the room set required. The function space will be determined once the exact agenda is received closer to the event dates.

3.2 Function Room Set-up and Operation. Group must obtain advance written approval from Hotel before Group, or any independent contractor of Group, may set up its own equipment, displays or facilities for any Function. Group and/or any such contractor shall coordinate all such deliveries/set ups with sufficient advance notice to Hotel. Group will be responsible and shall indemnify Hotel for any damage that Group, or its employees, agents or contractors, cause to persons or property within Hotel arising out of or related to any property brought to Hotel's premises by Group or any contractor of Group or by setup or operation of any equipment, facilities or displays on the premises of Hotel by Group or any independent contractor of Group.

If there are extensive function room set-ups or elaborate staging, Hotel may charge additional set-up fees. If equipment is necessary that exceeds Hotel's inventory, then Group agrees to pay for the cost of renting the additional equipment. If any rigging is required, it must be arranged through the Hotel and Group shall be responsible for all rigging costs.

3.3 Outside Contractors. If Group intends to use the services of any contractor unaffiliated with Hotel to provide any services within the Hotel's premises before, during or after the Event (including, without limitation, security companies, decorators, florists and audio-visual service providers), Group shall provide written notice to Hotel at least 30 days before the Arrival Date identifying the contractor(s), and the contractor(s) shall not be allowed onto the premises of the Hotel without Hotel's advance written consent. If Hotel is required under any collective bargaining agreement, requirements contract or any other contract to incur any expense if a particular service provider or set of employees does not perform services that Group wishes to perform itself or to have performed by an outside contractor, then Group shall be responsible for those expenses, which shall be added to the Master Account. Hotel may require a representative of any outside contractor invited to Hotel by Group to sign a release and indemnification of Hotel, in a form provided by Hotel and to provide evidence of insurance reasonably acceptable to Hotel. Hotel will provide Group a copy of its standard form for this purpose upon request.

The Group shall be responsible for the additional Net Exhibit Fees that would have accrued if the Exhibit Minimum were met, which amount shall be added to the Master Account.

3.7 Additional Food & Beverage Policies. Unless otherwise agreed by the parties in advance and in writing, all food and beverage served on the premises of Hotel must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises of the Hotel. At the conclusion of any Function, such food and beverage shall become the property of Hotel.

3.8 Parking. Hotel will waive parking to all guests attending the event.

ARTICLE IV: BILLING/CREDIT PROCEDURES

4.1 Sleeping Room Payment. Individual guests will pay their own sleeping room rates (including any tax) and incidental charges (e.g. room service, gift shop charges and in-room entertainment fees). At the time of check-in, each guest will be required to present a major credit card whose brand is accepted by Hotel, on which Hotel may place a hold or process a prepayment in the amount of the guest's estimated charges.

4.2 Function and other Event-Related Charges. Group will be responsible for all other charges incurred pursuant to this Agreement, including (without limitation) any Function Room Usage Fees, audio visual charges, fees for food and beverage at Functions. All such charges shall be billed to Group's Master Account and will be subject to applicable sales tax.

4.3 Group's Master Account. The term "**Master Account**" means a running invoice that includes all amounts payable by Group to Hotel under any provision of this Agreement. At least forty-five (45) days before the Arrival Date, Group will identify to Hotel, in writing, at least one representative of Group who will be present

on the premises of Hotel throughout the Event (each an “**Authorized Representative**”). Group hereby authorizes each Authorized Representative to incur charges to the Master Account, for example by signing banquet event orders. The following individual(s), whether or not they are present at the Event, shall have authority to incur charges to the Master Account: _____

4.4 Direct Billing. Group may hold the Event without making any advance deposit, and be invoiced for the amount of the Master Account (“Direct Billing”) if Hotel provides advance written approval of such direct billing. Group may apply to Hotel for Direct Billing by requesting, completing and submitting an application form provided by Hotel. Hotel shall have sole and absolute discretion to deny any credit application or to approve less than the full amount of credit requested.

4.5 Outstanding Balance. Any outstanding balance of the Master Account will be due and payable by Group upon receipt of any invoice from Hotel. If payment is not received within thirty (30) days, a finance charge equal to the lesser of one and one half percent (1-1/2%) per month (18% Annual Rate) and the maximum allowed by law will be added to the unpaid balance commencing on the invoice date. Any payment by Group or acceptance by Hotel of any amount less than any amount due by Group shall be deemed solely as a partial payment of the full amount due. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel’s right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity.

ARTICLE V: CANCELLATION

5.1 Cancellation by Group. The following table contains an estimate (which the parties acknowledge and agree is reasonable) of the revenue to be generated from this Event. The table itself is not intended to warrant that the Event will generate these amounts of revenue. Neither is the table intended to prevent the Hotel from generating more than these amounts of revenue from the Event.

Summary of Revenue Anticipated by Hotel from the Event	
Meeting Room Rental	\$750.00
Food and Beverage Minimum	\$0.00
Sleeping Room Revenue	\$20,230.00
Total Anticipated Event Revenue**	\$20,980.00
**This figure does not include gratuities, taxes or fees for services by any authorized outside vendors.	

Group acknowledges that if it cancels or otherwise substantially abandons the Event (a “**Cancellation**”), the Hotel will be harmed. Group further acknowledges that the later Group notifies Hotel of a Cancellation, the more harm Hotel will likely incur, because Hotel will have less time to mitigate its damages by marketing the sleeping room nights and function rooms to other customers and individual guests. Group also acknowledges that the actual amount of Hotel’s damages from any Cancellation would be difficult to calculate. Therefore, the parties agree that if a Cancellation should occur for any reason (including Group’s relocation of the Event to another hotel or resort), then Group shall pay Hotel, as liquidated damages and not as a penalty, the applicable amount identified below, plus any applicable taxes (a “**Cancellation Fee**”).

Date of Written Cancellation Notice	Amount of Cancellation Fee
0-90 days prior to arrival	80% + applicable taxes and service charges
91-180 days prior to arrival	70% + applicable taxes and service charges
181-365 days prior to arrival	60% + applicable taxes and service charges

Group must provide Hotel any notice of a Cancellation in writing. If Group does not provide written notice of any Cancellation, then Hotel may assess any higher Cancellation Fee owed under the above schedule at the time it receives written confirmation of the Cancellation or the highest amount identified above if it receives no written confirmation. The parties agree that the amounts in the above schedule are based on reasonable estimates of Hotel’s harm from Cancellation. Any Cancellation Fee will be added to the Master Account. Any Cancellation Fee shall be due and payable immediately upon Cancellation.

5.2 Force Majeure. Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstances makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the even or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

ARTICLE VI: MISCELLANEOUS

6.1 Signs and Displays / Use of Hotel’s Name. Group shall not display signs in Hotel or use the name or logo of the Hotel or any franchisor of Hotel in any promotional materials without prior written approval of the General Manager of the Hotel. Group further agrees that no sign, banner or display shall be affixed to any part of the Hotel without the prior written consent of Hotel. Group will be responsible for the cost of repairing any damages to the walls, fixtures or carpet caused by any such sign, banner or display Hotel agrees to hang twenty-nine (29) banners in the Anasazi Ballroom for the duration of the conference. Materials to hang banners will be provided by group and cannot puncture air-walls. Hotel will provide fishing line that can be used to hang banners that have grommets.

6.2 Security. Hotel may, in its sole and absolute discretion, require additional security procedures, at Group’s sole expense, because of the size or nature of the Event or any Function. These procedures may include the assignment by Hotel of any additional security personnel employed by Hotel or Hotel’s independent contractor (which may be the local police department). Hotel may allow Group to retain an outside security service provider that is approved in writing by Hotel prior to the Event or the applicable Function. If Group hires an outside service provider, Group must provide Hotel with a copy of its agreement with the service provider, which shall indemnify Hotel, its owner, its management company and their respective parents, subsidiaries and affiliates, and all of their respective owners, members, partners, directors, officers, employees, representatives and agents, from and against any liabilities related to the security services. Under no circumstances shall any armed security personnel be permitted onto the premises of Hotel without Hotel’s advanced written approval, which Hotel may withhold in its sole and absolute discretion.

6.3 Shipping and Packages. If Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. Each package sent to Hotel must include the name of Group, the Arrival Date and the number of items contained in the package. Each package should arrive no earlier than three (3) days before the Arrival Date. Hotel reserves the right to add storage fees to the Master Account for any packages that arrive earlier. Hotel shall have no liability for the delivery, security or condition of the packages.

6.4 Notices. All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed sufficient if hand delivered (against receipt) or sent by a commercially recognized express delivery service (e.g. FedEx or UPS), or certified or registered U.S. Mail, postage prepaid, to the Group Contact, at the address for the Group Contact, both identified on the first page of this Agreement; or, if to Hotel, to the street address of the Hotel premises to the attention of its General Manager, with a copy to **Terrapin, ABQ Airport LLC 2910 Yale Blvd. Albuquerque, NM 87106**, Attn: General Counsel. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

6.5 Damage to Hotel Premises. To the fullest extent permitted by law, Group assumes full responsibility for any damage done to the Hotel during your Event or any setup for the Event or disassembly after the Event, to the extent that such damage is caused by Group, its employees, guests, agents, or contractors (other than Hotel and its subcontractors), including any damage resulting from the installation, placement, and removal of Group's displays, equipment, exhibits, or other items.

6.6 Indemnification. Group shall indemnify, defend and hold harmless Hotel, its owner, its management company, their respective affiliates and all of their respective officers, directors, partners, members and employees from and against all demands, suits, judgments, settlements, claims, damages to persons and/or property, fines, liens, losses and other liabilities, including reasonable attorneys' fees (collectively "**Claims**") arising out of related the negligence or intentional misconduct of Group, its contractors or exhibitors, or their respective employees, agents, contractors or attendees. Group does not waive, by reason of this section, any defense that it may have with respect to such Claims.

6.7 Disturbances. Group agrees that its use of assigned Function spaces will not create any unreasonable disturbance to other guests or meetings, such as excessive noise, smoke, fog or offensive smells. Neither Group nor its contractors will use such features without advance approval of Hotel.

6.8 Additional Remedies. If this Agreement is one of a group of (any two or more) agreements between Hotel and Group and/or any of Group's affiliates for Hotel to host events, then Hotel reserves the right to terminate this Agreement and/or other agreement(s), without liability to Hotel, if (a) Group (or, if applicable, its affiliate) fails to timely pay any amounts due and owing under, or commits any other material breach of its obligations under, this Agreement or any of the other agreements; or (b) Group, its affiliate or any of their respective employees, agents or contractors causes damage or disruption to the Hotel's premises, operations, guests or reputation. Notice of any such termination by the Hotel shall be made to Group in writing. If Hotel cancels the Event pursuant to this section, Group shall be responsible for the applicable Cancellation Fee as if Group cancelled the Event. If, pursuant to this section, Hotel cancels any other event(s) it had booked for Group or one or more affiliates of Group, then Group shall be responsible for any applicable cancellation fee(s) provided for under the applicable agreement(s).

6.9 Group's Property. Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in meeting rooms, sleeping rooms or anywhere on Hotel's premises. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Property of Group is the sole responsibility of Group and/or its owner. Group warrants that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

6.10 Choice of Law. This Agreement will be interpreted in accordance with the laws of the state in which Hotel premises is located, without giving effect to any conflict-of-law principles thereof that would result in application of the laws of any other state.

6.11 Dispute Resolution.

- a. The parties shall exercise commercially reasonable efforts to informally and timely resolve any dispute arising under or related to this Agreement before commencing litigation, unless the litigation seeks emergency injunctive relief.
- b. Any action between the parties arising out of or related to this Agreement shall be filed solely in the United States District Court for the district in which the premises of Hotel is located or, if subject matter jurisdiction in that court is lacking, in a state court in whose jurisdiction Hotel is located. Each of the parties hereby consents to the personal jurisdiction of these courts and venue of any such action in these courts, and hereby waives any objection based on the doctrine of *forum non conveniens* to any such action being adjudicated by any such court.
- c. If action by either party against the other to enforce its rights under this Agreement, including (without limitation) any litigation and/or other efforts to collect any payments due under this Agreement, the non-prevailing party shall be responsible for the prevailing party's costs related to such action, including (without limitation) reasonable attorneys' fees and expenses, collection costs and pre- and post-judgment interest.
- d. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND MUTUALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CIVIL ACTION BASED ON, ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, THE EVENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS BY THE PARTIES.**

6.12 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the Event and supersedes any previous agreements, communications, representations or agreements, whether written or oral. Any modifications, additions or corrective lining out made on this Agreement will not be binding unless such modifications have been signed or initialed by both parties. Any amendments to this Agreement must be made in writing and signed by authorized representative of each party. For the avoidance of doubt, this section shall not prevent Group from ordering particular or additional services from Hotel through a banquet event order or other document signed by an Authorized Representative.

6.13 No Assignment. Neither party may assign or transfer this Agreement or any of its rights (other than rights to receive payments) or obligations hereunder without the written consent of other party, unless the assignment is to an affiliate of the assigning party pursuant to an internal reorganization or acquisition of the assigning party, or the assignment is made to an entity that acquires all or substantially all of the assigning party's assets. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a Cancellation, in which case Group shall be liable for a Cancellation Fee set forth herein.

6.14 Miscellaneous. Each person signing this Agreement warrants that he or she is authorized to bind the party for which he or she is signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement. The failure of either party to insist, at any time, on strict performance of any terms or conditions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, condition, option, right or remedy. No waiver by either party of any term or condition hereof shall be deemed to have been made unless expressed in writing and signed by such party.

ARTICLE VII: EXECUTION OF AGREEMENT

7.1 Hotel's transmission of an unsigned copy of this Agreement to the Group or its Agent shall be deemed an invitation for Group to make an offer. The Group or Agent's return of its signature on a copy of this Agreement shall be deemed an offer by the Group. Hotel's subsequent signature of the Agreement shall be deemed an acceptance of the Group's offer by Hotel.

7.2 This Agreement may be executed in one or more counterparts, which together shall constitute one and the same Agreement. Signatures sent by facsimile or equivalent means shall be deemed original, valid and binding signatures to this Agreement.

7.3 Any handwritten changes to this document will not be binding unless initialed by an authorized representative of both parties.

7.4 Each individual signing this document represents and warrants that he or she has authority to bind the party for which he or she signs.

7.5 Group must sign and return contract by **October 31, 2019** otherwise, Hotel has the right to release any function space and/or sleeping rooms holding and resell to another group if needed.

IN WITNESS WHEREOF, Hotel and Group have entered into this Agreement in matter and form sufficient to bind them effective as of the last date identified below.

Terrapin, ABQ Airport LLC.

RGRCC, Inc. /Western States Learning

By: _____

By: _____

Name: Victoria Lombardelli
Title: BT Sales Manager
Inc.

Name:
Title: President, Western Service Learning,

Date: Thursday, November 14, 2019

Date: