

# AGREEMENT BETWEEN Tapatio Springs Resort & C.C. and COWTOWN VETTES

This Agreement is made and effective on the day of **January 27, 2009**, between Tapatio Springs Resort & C.C. and **COWTOWN VETTES.** 

# <u>PURPOSE</u>

The purpose of this contract is to secure lodging by **COWTOWN VETTES** from Tapatio Springs Resort & C.C. as specified herein.

Now therefore, for and in consideration of the premises and the mutual promises, covenants and agreements hereinafter set forth, and **COWTOWN VETTES** agree as follows:

Tapatio Springs Resort confirms and agrees to the following arrangements for **COWTOWN VETTES**:

Room Block Dates: April 17-19,2009

Dates	Run of House
FRI 4/17/2009	20
SAT 4/18/2009	20
SUN 4/19/2009	C/O

### RATES:

The parties agree to the following guest room rates:

Room	Rate
Standard Room	\$89.99 (INCLUSIVE)
1BR Condo	\$175.00 (INCLUSIVE)
2 BR Condo	\$275.00 (INCLUSIVE)

The above rates are non-commissionable and are subject to the appropriate taxes (currently 6.75% sales and 6% occupancy tax).

# **FUNCTION SPACE**

Tapatio Springs Resort is currently holding function space as outlined on the following agenda. Should the need arise for changes in this agenda, please notify the hotel at your earliest convenience. Meeting room assignments are subject to change at the sole discretion of the hotel, based upon availability, noise restrictions or fluctuation or group size.

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
4/17/09	6:00pm	7:00pm	* Reception		40	Complementary
4/19/09	11:30am	2:00pm	Brunch (option)		40	\$25.00

<sup>\*</sup>Offered only for minimum 20 room occupancy.

### **RESERVATIONS**

The aforementioned guest room commitment will be held by the hotel until **March 17**, **2009**. At that time, any unassigned rooms will revert to hotel use.

It is our understanding that each individual will be responsible for making their own reservation. Reservations can be made by calling (830) 537-4611 or (800) 999-3299. Please note that any attendee not identifying his/her affiliation with **COWTOWN VETTES** and not requesting the convention rate prior to check-in cannot be extended the convention rate at a later date during or after the meeting.

Please note that Tapatio Springs Resort utilizes a 72-hour cancellation policy. All reservations cancelled after 72 hours prior to arrival or is a no-show will be charged at a 1 night penalty on the individuals credit card.

# **CHECK-IN/OUT TIME**

Our check-in time is 4:00 p.m., check-out time is 12:00 noon. Guests arriving before 4:00 p.m. will be accommodated as rooms become available. Our hotel staff can arrange to check baggage for those arriving early when rooms are not available and for guests attending functions on the day of departure.

# **GUARANTEE POLICY**

All reservations must be guaranteed by a major credit card, first night's room and tax or a company guarantee. Reservations not guaranteed by one of these methods will not be honored.

# **DEPOSIT**

Tapatio Springs will not require a deposit in this instance.

Client	Initial

# **BILLING INSTRUCTIONS**

It is our understanding that all charges including room, tax, and incidentals will be settled by each individual at the time of departure.

### **ADVERTISING AND PROMOTIONS**

Tapatio Springs Resort reserves the right to approve in advance any advertising of any kind that utilizes the Hotel's name or logo including flyers, brochures, registration forms, etc. Please submit any promotional materials to the Hotel for approval prior to the planned productions of any such materials.

**Note for groups utilizing a Meeting Planners Package**: Tapatio Springs Resort has a 96-hour individual room night cancellation policy.

# INDEMNIFY AND HOLD HARMLESS CLAUSE

**COWTOWN VETTES** agrees to be solely responsible for and indemnify, defend and hold harmless Tapatio Springs Resort, its owners, operators, employees, officers and agents, for all loss or damage originating from or in connection with, all activities of **COWTOWN VETTES** guests and attendees and for all claims or demands for damages to property of for injury or for death of persons directly or indirectly resulting from such activities of whatsoever nature (except loss or damage caused by the gross negligence or wrongful act of Hotel's owners, operators, employees, or officers).

# **ACCEPTANCE**

By signing, initialing and returning all pages of this original agreement by **February 9**, **2009** constitutes a binding contract between parties. The individuals signing below represent that each is authorized to bind **COWTOWN VETTES** to this Agreement. In the event a fully signed original of this Agreement is not received by the date above, all rooms and space referred to herein will be released, and neither party will have any further obligations under this Agreement. No other promotions, ads, coupons apply.

<u>Doua McMahan</u>	1/27/09
COWTOWN VETTES	DATE
Peter Surley Sales Manager	DATE