

#27

CHOCTAW

RECEIVED

CONFERENCE CENTER

FEB 02 2024

GROUP BOOKING AGREEMENT

NAVARRO COUNTY
AUDITOR'S OFFICE

This Group Booking Agreement, Terms and Conditions (collectively "Agreement") by and between the **Choctaw Nation of Oklahoma**, a federally recognized Indian tribe, d/b/a **Choctaw Casino Resort** (herein after referred to as "HOTEL") and **Navarro County for the benefit of Texoma HIDTA (High Intensity Drug Trafficking Area) Program** (herein after referred to as "GROUP") is effective as of the date it is signed by HOTEL ("Agreement Date"). GROUP agrees that the terms of this Agreement are based upon the information provided by GROUP below. In the event that the information provided by GROUP materially changes or is incorrect, then this Agreement may be terminated pursuant to the Terms and Conditions attached hereto.

DESCRIPTION OF EVENT

Event Date(s): Tuesday, September 3, 2024 - Friday, September 6, 2024
Company/Organization or Sponsor: Navarro County for the benefit of The Texoma HIDTA (High Intensity Drug Trafficking Area)
Event Posting Name: The Texoma HIDTA 2024 Executive Meeting
Contact Name: Christine Lunger
Contact Title: Office Manager
Contact Office Phone: (972) 915-9502
Contact Email: christine.lunger@texomahidta.org
Contact Address: 6303 Commerce Dr., Suite 100
Irving, TX 75063

SUMMARY OF AGREEMENT

Section	Description	Estimated Amount
"A"	Event Space Reservation	\$6,000.00
"B"	Guest Room Reservations	\$11,770.00

**Total amount subject to terms and conditions attached hereto*

SIGNING AUTHORITY. The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the GROUP pursuant to the Terms and Conditions of this Agreement:

CHOCTAW NATION OF OKLAHOMA,
d/b/a CHOCTAW CASINO RESORT

Kim Williams

Sales Department Manager Kim Williams

02/15/2024

DATE

[Signature]
Navarro County
An Authorized Representative/Agent

2-12-24
DATE

CHOCTAW

CONFERENCE CENTER

SECTION "A" EVENT SPACE RESERVATION AND FEE

1. **DATE:** Upon the signature of this Agreement, HOTEL reserves and GROUP guarantees payment for the following meeting space for the specified days/times:

Date	Start Time	End Time	Function	Room	Setup	Agr.	Room Rental
09/4/2024	8:00 AM	5:00 PM	Meeting	Redbud		50	\$2,000.00
09/5/2024	8:00 AM	5:00 PM	Meeting	Redbud		50	\$2,000.00
09/6/2024	8:00 AM	12:00 PM	Meeting	Redbud		50	\$2,000.00

2.0 EVENT SPACE REQUIREMENTS:

Once the Group Booking Agreement is fully executed, a Convention Services Manager will be assigned to work closely with the GROUP. The Convention Services Manager will be the dedicated, primary liaison between the HOTEL and the GROUP, and will detail all the aspects of your events to ensure the success of your event on-site.

- 2.1 BANQUET EVENT ORDERS:** Convention Services Managers will complete detailed event and once signed by the GROUP, will become part and parcel of this Group Booking Agreement. All Banquet Event Orders must be signed by the GROUP and returned to the HOTEL as confirmation of your orders.

- 2.2 BANQUET CHECKS:** Each Banquet Event Order will have a corresponding Banquet Check. The Banquet Checks must be reviewed daily and signed by the GROUP as confirmation of the daily charges to your Master Account.

- 2.3 FUNCTION SPACE:** HOTEL reserves the right to reassign function space. Function space may be reassigned in the event the expected number of GROUP attendees falls below the agreed number, or if the assigned space becomes unusable for any reason. HOTEL guarantees and warrants an appropriate and suitable space will be available if a function room reassignment becomes necessary. HOTEL shall confirm any function space reassignment in writing to the GROUP.

- 2.4** In the event the GROUP expected number increases beyond the capacity of the function space as agreed herein, HOTEL will attempt to relocate GROUP to a larger function space within the HOTEL. Should larger or additional space be required by the GROUP, additional rental fees and food and beverage minimums may apply. In the event the GROUP number increases beyond the number contained herein or a number the HOTEL cannot reasonably accommodate, the HOTEL shall not be obligated to accommodate the GROUP beyond the originally agreed number.

- 2.5 USE OF EVENT AND FUNCTION SPACE:** To protect the safety and security of all HOTEL guests and property, GROUP will obtain HOTEL's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). GROUP will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by HOTEL as a result of such activity, such as resetting smoke or fire alarms or unusual cleanup costs.

3. **EVENT SPACE FEE:** The fee for the event space reservation (not including guest rooms) is \$6,000.00.

CHOCTAW

CONFERENCE CENTER

SECTION "B" GUEST ROOM RESERVATIONS

- HOTEL will hold the following block of rooms for GROUP's use at the rates listed. Unless as indicated in this Agreement, HOTEL does not guarantee any particular rooms nor does it guarantee that rooms will be in proximity to each other. Rates are non-commissionable.

*Check in Time: 3:00 PM (CST)
*Check out Time: 11:00 AM (CST)

Choctaw Casino Resort - The Texoma HIDTA 2024 Executive Meeting - USD				
		Tue 9/3/2024	Wed 9/4/2024	Thu 9/5/2024
Spa Tower King Rooms	Guestrooms	26	42	42
	Rate	Per Diem*	Per Diem*	Per Diem*

*All guest rooms are subject to applicable taxes and daily resort service fee, not included in calculation above.
*Rates are calculated at Per Diem which is currently \$107.00.

- CUT OFF DATE:** The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at HOTEL on **MONDAY, AUGUST 19, 2024**. After the cut-off date, it is at HOTEL's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce GROUP's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.
- RESORT SERVICE FEE:** The prevailing resort charge will apply to all group rooms. Currently the resort charge is \$14.99 per night (taxable at 9.375%), which includes; complimentary valet parking, Wi-Fi connectivity, 2 bottles of water daily, local and toll free calls, fitness center access, business center access and Pool access (seasonal) and indoor pool (available all year). As a "per room" charge (versus per person), the Resort Fee covers all registered room guests.

Group is solely responsible for informing attendees of Resort Service Fee and taxes thereon, and that it is separate and distinct from and in addition to room rate and taxes; Group shall not combine these items into any category such as room rate or room plus tax rate in any printed, promotional or other material. It shall be Group's sole responsibility to disclose clearly and conspicuously to attendees, in advance of booking and making reservations for rooms supplied by Hotel, any and all taxes specified by Hotel herein and any and all additional Resort Service Charges, fees and gratuities specified herein. Should any attendee object to paying for an automatic charge such as a Resort Service Fee, taxes (if any) thereon, etc because of inadequate notice of the charge, the charges to which such guest objects shall be posted to the group's master account.

- EARLY DEPARTURE FEE:** An early departure fee of \$50 will apply if a Customer attendee checks out prior to the confirmed checkout date.

CHOCTAW

CONFERENCE CENTER

5. HOUSING METHOD:

Room Reservation Procedure CALL IN / IPO BLOCK:

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests, to the following number 1-800-788-2464, or making their reservations requests online, through the unique URL <https://book.rquest.com/wbe/group/1180/Choctaw-Durant-Book/auth>. It is important that each of your guests contacts the Hotel at least thirty days prior to your arrival date and identify themselves as part of your group verbally, or by inserting the group identification code and password online, which will be given to you by your assigned Conference Service Manager. Attendees making reservation will also provide us with guest name, home or business address, email address, requested room, check – in and check – out dates. Any requests for special room arrangements must be made at the time of this call or online booking.

All group attendees will be responsible for their own room, tax, incidental and Resort Fees at the time of making the reservation. Reservation confirmation can be requested online. Cancellations must be made at least 48 hours prior to scheduled arrival date in order to avoid a one night room and tax charge. Please note that the special rate and allocated room inventory will be held until **MONDAY, AUGUST 19, 2024** after which the special rate and unused allocated room's inventory will be subject to availability.

Reservations will be made by: Individual Call In/ Pays Own

Rooms will be: Individual Pays Own

Tribal tax will be: Individual Pays Own

Resort fee will be: Individual Pays Own

Incidentals will be paid by: Individual Pays Own

6. **Individual Pay Incidentals:** Incidental expenses of guests will be the responsibility of each guest. Guests are to be responsible for incidental expenses and all guests will be required to leave a valid credit card or a cash deposit in the amount of one hundred fifty dollars (\$150.00) with HOTEL at the time of check-in. It will be GROUP's responsibility to inform guests of this requirement.

7. **ATTRITION:** HOTEL anticipates that GROUP meeting will generate **\$11,770.00** in room night revenue (not including applicable taxes). This figure shall be referred to herein as the "Anticipated Room Night Revenue Figure."

HOTEL agrees to allow for a twenty percent (20%) reduction in the Anticipated Room Night Revenue Figure, provided that GROUP makes a written request for that reduction between now and GROUP's arrival date. At the conclusion of your stay, HOTEL will subtract the revenue derived from the provision of rooms (excluding revenue derived from pre and post program stays) and the amount of any permissible attrition GROUP has taken from the Anticipated Room Revenue Figure set forth above. Any remaining amount will be posted as a charge to your master account, plus applicable tax.

CHOCTAW

CONFERENCE CENTER

GROUP BOOKING AGREEMENT TERMS AND CONDITIONS

1. PAYMENT

- A. **Master Account:** GROUP is responsible for payment of guest accommodations through a master account. The manner of payment of the Master Account shall be established upon approval of GROUP's credit. GROUP must complete the attached direct billing application and return it to HOTEL upon the execution of this Agreement. Direct billing is a privilege and can only be authorized by HOTEL after a credit check has been approved. If HOTEL has been approved for Direct Billing, all charges will be billed to the Master Account and will be direct billed to GROUP and paid as provided herein.
- B. **Payment:** Unless direct billing has been established, GROUP will pay the estimated amount of the Master Account as shown on the deposit schedule. GROUP will advise HOTEL of its expected method of payment of the Master Account at least 30 days in advance of **Tuesday, September 3, 2024**. If GROUP will pay using a credit card honored by HOTEL, a valid credit card must be provided to HOTEL no later than 30 days in advance of **Tuesday, September 3, 2024**, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1.5% per month from the date of departure.
- a. **Direct Billing:** Upon application and review by HOTEL, HOTEL may elect to extend direct billing privileges to GROUP. If direct billing has been established, payment of all undisputed amounts is due within 30 days of GROUP's receipt of invoice from HOTEL, and if not paid within 30 days will accrue interest at 1.5% per month from date of departure. GROUP must notify HOTEL of any disputes within 5 business days of GROUP's receipt of invoice from HOTEL or disputes will be considered waived. If HOTEL determines after establishing direct billing or a deposit schedule that GROUP's credit status has changed negatively, HOTEL may require payment of all estimated Master Account charges no later than 14 days before **Tuesday, September 3, 2024**.
- C. **Payment Method:** Group may pay all or part of its obligation under this Agreement by credit card, provided that Group fills out a HOTEL credit card authorization form. GROUP checks or cash are also acceptable methods of payment.
- D. **Deposit:** DEPOSIT NOT REQUIRED FOR GROUP.
- E. **Payment of all invoices is due upon receipt.** Invoices remaining unpaid after thirty (30) days of the invoice date will incur an interest charge of the lesser of eighteen percent (18%) per annum or the highest rate allowed by applicable law. Group shall be responsible for all collection and/or attorney fees or other costs incurred by HOTEL in collecting all amounts due hereunder. No payment by GROUP or receipt by HOTEL of a lesser amount than any amount due shall be deemed to be other than on account of the 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. If the Master Account remains unpaid after sixty (60) days, in addition to other remedies, HOTEL may, at its sole option, elect to cancel future arrangements, agreements, or functions made by GROUP without penalty and upon written notice.

CHOCTAW

CONFERENCE CENTER

2. CANCELLATION/MODIFICATION

A. Cancellation by GROUP:

- a. If GROUP cancels any guest rooms reserved under this Agreement, GROUP agrees that HOTEL will suffer damages. Such damages will be the result of HOTEL's inability to provide the unused guest rooms to another GROUP and/or the cost to the HOTEL of reselling the guest rooms. The exact amount of damages will be difficult to determine. Therefore, GROUP agrees that the liquidated damages clause in subsection (b), below, is a reasonable and fair determination of damages. It is agreed that these amounts will be due regardless of the HOTEL's ultimate ability to resell some or all of the space.
- b. Liquidated Damages: GROUP agrees that the closer in time the cancellation occurs to the scheduled event dates, the greater the damages will be. Therefore, GROUP agrees to pay HOTEL at the time of cancellation as liquidated damages, and not as a penalty, a fee equal to:

<i>Cancellation after contract signature through July 8, 2024.</i> <i>(75% of total estimated revenue)</i>	\$13,327.50
<i>From July 9, 2024, through arrival date.</i> <i>(100% of total estimated revenue)</i>	\$17,770.00

These payments may be subject to the applicable taxes.

- c. Any and all deposit monies will be applied toward cancellation charges. HOTEL agrees to offset any cancellation/attrition fees on a revenue basis for any revenues generated by the resale of any of GROUP's guest room block on a last room sold basis.

B. Cancellation by HOTEL:

- a. If HOTEL cancels this Agreement or is unable to provide the requested event space or guest rooms, HOTEL will work with GROUP to arrange alternate space and accommodations at the prices set forth herein. When commercially practicable, HOTEL will arrange for comparable space in the same vicinity of the Casino Resort. If not commercially practicable, HOTEL will refund any amounts previously received from GROUP. HOTEL's liability for cancellation is limited to these remedies and HOTEL shall not be liable for any consequential, punitive or special damages.

CHOCTAW

CONFERENCE CENTER

3. MISCELLANEOUS

- A. **SECURITY:** HOTEL may, in its sole discretion, require GROUP to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from a reputable agency that is approved by the HOTEL prior to the function.
- B. **SHIPPING AND PACKAGES:** In the event GROUP will be shipping packages to HOTEL, GROUP must notify HOTEL at least one week in advance. All packages sent to HOTEL must include the name of GROUP, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. HOTEL has no liability for the delivery, security or condition of the packages. Storage and Delivery fees to apply to all packages based on size and weight. Please ask your Convention Services Representative for specific delivery, shipping and storage fees. This fee will be added to your banquet check.
- C. **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to be delivered if hand delivered or sent by Federal Express, or certified or registered mail to the GROUP contact on the first page of this Agreement, or, if to HOTEL, to the following address: Choctaw Casino and Resort, Address: 4216 S. Hwy 69/75, Durant, OK 74701, ATTN: Sales Department Manager. HOTEL may change HOTEL'S designated contact at any time upon notice. Any notice will not bind HOTEL unless delivered to HOTEL in the manner specified herein.

4. GENERAL PROVISIONS

- A. **DAMAGE CLAUSE:** In the event that damage to any HOTEL property occurs as a result of any guest related to GROUP, GROUP assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, HOTEL may charge GROUP's Master Account or directly bill GROUP for all such charges.
- B. **INDEMNIFICATION:** GROUP is solely responsible for administering a safe and lawful event in accordance with all applicable professional standards and laws. GROUP shall indemnify, defend and hold harmless HOTEL and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, injury, death, or other damages to all persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "claims") arising out of or caused by the event, The GROUP'S activities, the activities of any individual member, employee, or volunteer of the GROUP, or the guests or event participants.
- C. **INSURANCE:** GROUP agrees HOTEL will not be responsible for the safekeeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on HOTEL property other than the HOTEL safe. Property of GROUP is the sole responsibility of the GROUP and/or its owner. GROUP is responsible for securing any such aforementioned items and HOTEL hereby assumes no responsibility for loss thereof. Oversight of all services provided to any person by the GROUP or its members is solely the responsibility of GROUP. GROUP may not rely on any verbal or written assurances provided by HOTEL staff, other than as provided in this Agreement. GROUP is responsible for insuring its own property and waives any claims under HOTEL's insurance policy for the loss of or damage to GROUP's property or the property of any guest or member of GROUP arising from this GROUP'S activities or the activities of its event attendees.

The HOTEL and the GROUP each agree to carry, maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage for any claims arising from any activity arising out of or resulting from the respective obligations pursuant to this contract, amounts not less than one million dollars (\$1,000,000) per occurrence.

CHOCTAW

CONFERENCE CENTER

- D. **FORCE MAJEURÉ:** The performance of this Agreement is subject termination without liability upon the occurrence of any circumstances beyond the control of either party including Acts of God, war, government regulations, acts of terrorism, disaster, strikes, civil disorder or curtailment of transportation facilities to the extent that such circumstances makes it illegal or impossible for the HOTEL to provide, or for GROUPs in general to use, the HOTEL facilities. This Agreement may be terminated for any one of the above reasons without liability pursuant to this paragraph by written notice to the other party setting forth the basis for such termination as soon as reasonably practical but in no event longer than ten (10) days after learning of such basis.
- E. **DISPUTE RESOLUTION:** HOTEL and GROUP agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the Choctaw Nation of Oklahoma and GROUP expressly agrees to submit to the jurisdiction of, and venue in, the courts of the Choctaw Nation of Oklahoma. Nothing herein shall be considered as a waiver of the sovereign rights or immunity of the Choctaw Nation of Oklahoma. The prevailing party to any litigation may be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court.
- F. **NO ASSIGNMENT:** GROUP may not assign or transfer this Agreement or any part thereof without the written consent of HOTEL. Any attempted assignment or transfer by GROUP without such consent may, at the option of HOTEL, be deemed to be a cancellation of this Agreement by GROUP, in which case GROUP shall remain liable for all cancellation charges as set forth herein.
- G. **RIGHT OF INSPECTION/ENTRY:** HOTEL will have the right but not the obligation to enter and inspect all functions. If HOTEL observes any illegal activity or activity that may result in harm to persons or objects, HOTEL has the right but not the obligation to immediately cancel the event, in which case all of GROUP's guests and invitees must immediately vacate the meeting room premises. In such event, GROUP will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.
- H. **ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

CHOCTAW

CONFERENCE CENTER

5. ACCEPTANCE OF CONTRACT

- A. The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remainder of this Agreement. 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.
- B. If a signed original of this Agreement has not been received by the HOTEL by Friday, March 29, 2024, HOTEL shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to GROUP.

IN WITNESS WHEREOF, HOTEL and GROUP have executed the Terms and Conditions Agreement in manner and form sufficient to bind them as of the date and year as set forth herein.

CHOCTAW NATION OF OKLAHOMA,
d/b/a/ CHOCTAW CASINO RESORT

Kim Williams

Sales Department Manager
Kim Williams

02/15/2024

DATE

[Signature]

Navarro County
An Authorized Representative:

2-12-24

DATE