



MISSION POINT
GROUP SALES AGREEMENT

Date Prepared: Friday, December 1, 2023

Group Contact: Jon Vos
Organization: **Mackinac Island Swim**

Telephone: (616) 403-2523
E-mail Address: jon@swimaroundmac.com

Function Name: **Mackinac Island Swim 2026**
Official Event Dates: Wednesday, August 5, 2026 - Tuesday, August 11, 2026

Sales Manager: Kristen Compton
Address: 6633 Main Street, PO Box 430
Mackinac Island, Michigan 49757

Telephone: (906) 430-8138
E-mail Address: kcompton@missionpoint.com

Mackinac Island Swim ("Group") and **Mission Point** ("Hotel") agree as follows:

Hotel agrees to hold the space listed in this Agreement on a tentative basis until **Monday, December 18, 2023**. If this Agreement is not fully executed by Group and Hotel by this date, Hotel will release the space. If an alternate request is received for the same program dates, Hotel will notify Group and Group will have seventy-two (72) hours from Hotel notification to return this executed Agreement.

DEPOSITS

A non-refundable deposit in the amount of **\$1,400** will be due from Group with this signed Agreement no later than **Monday, December 18, 2023**.

Mission Point will accept credit card payment for deposits. To ensure credit card security, we require the credit card holder to contact Accounts Receivable at (906) 847-3021 with credit card information.

OR Please mail checks to:

Mission Point Resort
Attn: Accounts Receivable
6633 Main Street
PO Box 430
Mackinac Island, MI 49757

GUEST ROOM BLOCK AND RATES

Mission Point - Mackinac Island Swim 2026 - USD					
		Fri 8/7/2026	Sat 8/8/2026	Sun 8/9/2026	Mon 8/10/2026
Queen – Main Lodge	Guestrooms	7	11	7	--
	Rate	378.00	378.00	339.00	339.00
Double – Straits Lodge	Guestrooms	17	22	15	--
	Rate	485.00	485.00	422.00	422.00
Double – Main Lodge	Guestrooms	10	16	10	--
	Rate	495.00	495.00	432.00	432.00
Lakeview King – Main Lodge	Guestrooms	7	11	8	--
	Rate	535.00	535.00	472.00	472.00
Junior Suite – Main Lodge	Guestrooms	2	7	7	--
	Rate	545.00	545.00	482.00	482.00
Family Suite – Straits Lodge	Guestrooms	9	15	15	--
	Rate	595.00	595.00	535.00	535.00
Main Lodge Family Suite King Double Double	Guestrooms	3	3	3	--
	Rate	605.00	605.00	545.00	545.00

Hotel agrees to sell Group **205** Total Room Nights at the Rates and breakdown as outlined above. If additional rooms/nights are later reserved, Hotel reserves the right to increase the rate for those rooms. The quoted rate only includes charges for up to two occupants, unless otherwise noted. An additional person charge of \$25.00 per person, per night applies after (2) adults.

Rates are exclusive of State and Local Taxes, Hotel Levy, and Luggage Transfer Fees. Room charges will be billed to an account maintained by the Hotel for the Group (the “Master Account”) or to individual guest folios according to the Billing Arrangements section of this agreement.

Room Taxes. The rates above are exclusive of state and local taxes, currently 6% for Michigan Sales Tax and 3% for Mackinac Island City Assessment. Should any government agency change any tax rate, the effective tax rate at the time of Group’s official event date applies.

Hotel Levy. The Hotel Levy is a mandatory fee charged to all guests of Hotel and is not included in the rates quoted above. The Hotel Levy is 10% of the base room charge. The Hotel Levy allows the Hotel to provide various amenities and services, including but not limited to complimentary guestroom wireless internet, access to our health and fitness center, lawn games, tennis court fees, Kids Club participation, and admission to the Richard and Jane Manoogian Mackinac Art Museum.

Luggage Transfer Fees. Luggage transfer fees are mandatory for all guests of Mission Point and are not included in the rates quoted above. This fee includes seamless luggage delivery from the Mackinaw City or St. Ignace Ferry Docks directly to the guest room. The luggage transfer fee is currently \$6.00 per person.

Check-in is at 4:00 p.m. and check-out is at 11:00 a.m. These rates are confirmed on a net non-commissionable basis.

RESERVATION METHOD**Individual**

Individual guests will be responsible for making their reservations directly by calling Hotel’s Group Reservations Department directly at (800) 833-7711 or using an online booking code that will be provided by Kristen Compton. Hotel will provide a lodging menu that includes contracted room rates, instructions on making reservations as well as luggage, ferry & taxi information which Group will be responsible for distributing to attendees. Guests must identify themselves with the group to receive the contracted rates and ensure proper credit to your room block. A deposit of one night’s room charges is required to confirm reservations. This payment may be made by check or credit card. Specific room types are based on availability at the time the individual reservations are made.

Individual reservation deposits will be refunded on cancellations received at least 48 hours prior to the arrival date of the reservation. Please note that all reservations are subject to a \$25.00 cancellation processing fee. Individuals must make reservations by no later than 5 p.m., Eastern time, on **Saturday, June 6, 2026**. If the Group has contracted rooms that have not been reserved, those rooms will be automatically released on that date by the Hotel and additional fees may apply. If Group wishes to reserve rooms after the cut-off date, reservations will be accepted on a space available/case-by-case basis at the discretion of the Hotel.

FUNCTION SPACE COMMITMENT

Hotel is currently holding function space based on the Program of Events below. This is considered to be a firm commitment by Group and any increase or decrease to that commitment may result in a modification of room rental by Hotel. All function and meeting space is assigned by Hotel according to the number of persons guaranteed to attend Group's function. Hotel reserves the right to reassign the space listed on the Program of Events to accommodate both Group and all other groups using Hotel's facilities during Group's meeting.

Group agrees to promptly notify Hotel of any changes in its function space requirements. All fees for meeting and function space are subject to applicable taxes and are exclusive of any food and beverage charges, including minimums detailed in the Food and Beverage minimum detailed below.

Program of Events

Date	Function	Room	Setup	# of Guests
Wed, 8/05/26 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Thu, 8/06/26 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Fri, 8/07/26 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Sat, 8/08/26 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Sat, 8/08/26 6:00 PM - 8:00 PM	Registration	Friendship Altar		
Sun, 8/09/26 8:00 AM - 11:45 PM	Kayak Storage	Friendship Altar		
Sun, 8/09/26 10:00 AM - 10:30 AM	Boxed Lunch - Volunteers	Front Lawn		75
Sun, 8/09/26 11:00 AM - 3:00 PM	Rain Backup	Sound Stage and Foyer	Rounds	325
Sun, 8/09/26 11:00 AM - 3:00 PM	Finish Line Lunch	Front Lawn	Rounds	325
Sun, 8/09/26 3:00 PM - 4:00 PM	Boxed Lunch - Later Swimmers	Front Lawn		20

INCLEMENT WEATHER POLICY

In the event of inclement weather, a decision regarding the location of events must be made between the client and the Conference Services Manager no less than six (6) hours prior to the event start time. Should the client request a location change within six (6) hours of the start of the event, additional setup fees will apply. Mission Point reserves the right to make the final decision on event locations related to weather issues.

FOOD AND BEVERAGE DETAILS

Group agrees to provide a minimum of **\$13,000** in banquet food and beverage revenue (excluding tax and service charge). Should Group's banquet food and beverage revenue fall below this amount, Group will be responsible for the difference between the minimum banquet food and beverage revenue and the actualized food and beverage revenue. All amounts for food and beverage, including any applicable minimum, will be placed on Group's Master Account and subject to Michigan sales tax and a 22% service charge.

All banquet food and beverage arrangements must be made through Hotel. Final Guarantees must be submitted 21 days prior to function date. Only food and beverage purchased from Mission Point may be served to organized Group functions while Group is on Hotel property. Hotel reserves the right to cease service of alcoholic beverages in the event that persons under the state mandated age limit are present at the function and attempt to receive service of alcoholic beverages. Hotel further reserves the right to deny alcoholic beverage service to guests who appear to be intoxicated.

SPECIAL CONCESSIONS

- Mission Point will offer the group one complimentary Straits Lodge Double Room for the nights of 8/7, 8/8, 8/9/2026
- Mission Point will extend this discounted room block on a courtesy basis, with the following stipulations still being in effect:
 - There is a 2 (two) night minimum stay required for each individual reservation.
 - The individual Cancellation Policy of 48 hours prior to arrival will still be in effect. If additional rooms are needed, the group discount will still apply as long as rooms are still available
- Mission Point will waive the Event Space rental with an achieved Food and Beverage Minimum of \$13,000. Cash Bars, Tax and Gratuity do not count towards this Minimum.
- If group can present proof of Tax-Exempt Status, the 6% tax on the event will be waived.
 - Please note this would not apply to the guestrooms since each individual is paying for their own guestroom charges

BILLING ARRANGEMENTS

The Group appoints Jon Vos as the Authorized Signer(s) to review and approve all charges billed to the Master Account. Actual incurred charges will be distributed according to the Group's selection of a billing option below. Exceptions to the chosen option may only be made by the Group's Authorized Signer.

Group Pays Events / Individuals Pay Room Charges

Individuals shall be responsible for their own room charges to include tax, hotel level, luggage transfer fees, and any incidental charges or services not authorized by Group to be billed to the Master Account. All individual charges are to be paid upon check-out. The Group's Master Account is limited to charges for organized meeting/function room rental, food and beverage functions and other requested services as approved by Authorized Signer.

PAYMENT/CREDIT ARRANGEMENTS

Pre-Payment for Event

The group agrees to pre-pay its projected master account 14 days prior to arrival. Working with its Mission Point conferences services manager, the group will provide final food and beverage guarantees 21 days in advance of arrival. Within 1 business day of final guarantees, Mission Point's accounting department will provide the group an invoice based on the master account. The preferred and most efficient method of payment is wire transfer; however, credit cards and checks are accepted. Regardless of type, payment must be received 14 days in advance of arrival.

Should payment not be received 14 days prior to arrival, *Mission Point retains the option to terminate this agreement and the group will remain liable for amounts outlined in projected Master Bill.*

Both Mission Point and the group understand that in some cases during the post event reconciliation there may be additions or credits to the final account for the group. Final post event reconciliation and final invoice will be provided to the group within 5 business days of the group's departure. Any credits will be provided to the group within 5 business days and any outstanding invoices will be due to Mission Point in 30 business days.

Should the account not be satisfied within 30 days, it will accrue interest at 1.5% per month (18% per annum). If needed to secure payment, the Group agrees to pay Mission Point all expenses incurred in attempting to collect the balance owed including, but not limited to, all legal expenses and attorney's fees.

Food and Beverage Cancellation Policy

The Group may reserve individual meal functions with the Hotel. These meal functions will be counted against the contracted Food and Beverage Minimum. If Group cancels an individual meal function within 120 days of the Group's arrival, it will be charged 100% of the agreed upon charge for the meal function. This charge will be counted against the contracted Food and Beverage minimum. There is no charge to the Group if it cancels an individual meal function outside of 120 days from the Group's arrival.

FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party) when and to the extent such failure or delay is caused by or results from any circumstances or causes beyond the reasonable control of a party, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, pandemic or epidemic, all types of disaster, any law, order, regulation, or requirement of any governmental agency or authority, curtailment or interruption of utility service for sewer, water, or power to the Hotel, high lake levels, curtailment of transportation facilities, or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing (each, a "Force Majeure Event"). Upon occurrence of a Force Majeure Event, the affected party shall promptly notify the other party that a Force Majeure Event has occurred and its anticipated effect on performance, including its expected duration.

If a Force Majeure Event makes it illegal, impractical, or impossible for the Hotel to provide, or the Group to use, the Hotel facilities for the Group's function on the schedule event date(s), then this Agreement may be terminated by either the Hotel or the Group upon written notice to the other party within 10 business days of the terminating party learning of the Force Majeure Event. In the event of such a termination, the Hotel will not charge the Group for any cancellation fees or assessments and the Hotel will work with the Group to rebook the function to a mutually agreed new event date(s) based on availability. If the Group rebooks the function to a new event date(s), the Group's non-refundable deposit will be held by the Hotel for the new event date(s). If the Group elects not to rebook the function to a new date(s), then the Hotel shall retain the non-refundable deposit.

INDEMNIFICATION AND HOLD HARMLESS

Group agrees to defend, indemnify, and hold harmless Hotel from and against all claims, actions, causes of action or liabilities, including reasonable attorney fees, arising out of or resulting from any act undertaken or committed by Group or contractors hired or engaged by Group in connection with the performance of the Group's obligation under this Agreement. Group also agrees to defend, indemnify, and hold harmless Hotel from any liability resulting from any claim or action or cause of action, which may be asserted by third parties arising out of performance of Group's obligations pursuant to this Agreement, except those actions which are due to the misconduct or negligence of Hotel.

INSURANCE

Group is required to insure its obligations set forth in the section entitled "Indemnification and Hold Harmless" above, and to provide evidence of such insurance upon request. For any activity introduced onto the premises by an outside contractor hired by Group, Group will be fully responsible for the actions of such outside contractor. Upon request, Group will provide a certificate of insurance covering the actions of such outside contractor, naming Hotel Owner and Mission Point as additional insured with regard to the activities of such outside contractor.

POLICIES AND REGULATIONS

Group shall comply with all Hotel Policies and regulations that apply equally to all similar groups using Hotel facilities. For example, Hotel does not permit food and beverages to be brought into Hotel's function rooms from outside Hotel. Michigan State Liquor law prohibits alcoholic beverages to be brought and consumed in public facilities. All meeting room layout, set-up and diagrams must be pre-approved and in accordance with state and local fire codes. Hotel reserves the right to impose restrictions with respect to the type, quality and placement of all signs.

CHANGES; NOTICE

Any changes to these terms must be made in writing and signed by both parties to be effective. ***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 notice hereunder shall be given to the individuals listed on the first page of this Agreement at the addresses set forth herein. Notice must be given through certified or registered mail, return receipt requested, overnight delivery, with a signature signifying receipt, or by facsimile in order to be effective under this Agreement and shall be deemed delivered upon receipt.

DAMAGES

The Hotel shall not be liable to the Group or any individuals within the Group for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if the Hotel or any of its agents or employees have knowledge of the possibility of such damages.

WAIVER

If one party agrees to waive its right to enforce any term of this Agreement, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Agreement.

BINDING AGREEMENT

This Agreement, along with the Program of Events, Meal Functions and Hotel's Information Sheet, which are incorporated herein and by reference, are all of the terms agreed to by the parties. Any changes to these terms must be made in writing and signed by both parties to be effective. All prior agreements, verbal or written, are no longer effective once this Agreement is signed by the parties.

WAIVER OF JURY TRIAL

Group and Hotel acknowledge that the right to trial by jury is a constitutional right, but one that may be waived. After consulting (or having had the opportunity to consult) with counsel of their choices, group and hotel, knowingly and voluntarily and for their mutual benefit, hereby waive any right to a trial by jury in the event of litigation regarding performance or enforcement of, or in any way related to this agreement.

ENFORCEABILITY

If any provision of the Agreement is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

ELECTRONIC SIGNATURES

This signature page may be signed by the parties and sent by electronic transmission (facsimile or email) and shall be acceptable to Hotel to hold the space; provided, however, that if Hotel does not receive the Agreement executed by Group with the original signature without any further changes within seventy-two (72) hours of the date shown on the electronic signature page, Hotel reserves the right not to hold the space and otherwise to avoid any obligations under this Agreement.

When signed by representatives of both parties, this Agreement, (which includes The Program of Events and Hotel's Information Sheet) constitutes a binding Agreement between Group and Hotel.

By Group's
Authorized Representative

By: **Mackinac Island Swim**
Name: Jon Vos
Title: Event Director

Signature: 

Date: February 8, 2024

By Hotel's
Authorized Representative

By: **Mission Point**
Name: Kristen Compton
Title: Sales Manager

Signature: 

Date: 2/8/24