

Sales & Catering

725 Blue Harbor Drive, Sheboygan, WI 53081
Tel: 920-452-2900 Fax: 920-457-9804

Day Meeting Contract

IFF Peer Support

Event #: 22718

Account: Sheboygan Fire Department
1326 N 25th St.
Sheboygan, WI 53081

Contract Date: Friday, December 1, 2023
Sales Manager: Monica Mendez

Due Date: Friday, December 15, 2023

CONVENORS

Convenor Name: Salzman, Jeffrey **Main #:** 920-980-8871 **Email:** jeffrey.salzman@sheboyganwi.gov

FUNCTION EVENTS

Date	Start Time	End Time	Function	Room	Setup	Agr
March 8 th , 2024	7:00 AM	8:00 AM	Setup	Salon D		
March 8 th , 2024	8:00 AM	4:00 PM	Meeting	Salon D	Rounds	30
March 8 th , 2024	12:00 PM	1:00 PM	Lunch	On Own		
March 9 th , 2024	8:00 AM	4:00 PM	Meeting	Salon D	Rounds	30
March 9 th , 2024	12:00 PM	1:00 PM	Lunch	On Own		

CONTRACT CLAUSES

MEETING AND BANQUET SPACE FEES

The above space will be Complimentary. If Group modifies the food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly. Unless indicated on the outline above, meeting space is not being held on a 24 hour basis. Any requests for space on a 24 hour basis must be made in writing to the resort sales manager or conference services manager. If more space is requested, fees range based on the size and set up of the space required.

NUMBER OF GUESTS ATTENDING/FOOD GUARANTEES

We will require your guaranteed number of guests by 3:00 PM CST, fourteen (14) days prior to the event.

GUEST SLEEPING ROOMS

Should you be interested in blocking a group of ten (10) or more room nights, we are pleased to offer you discounted rates. Please let us know and we will be happy to assist you in securing a block. Each room must have an adult of 21 years of age or older. Individual guests must make their own reservations by calling 1-866-701-2583.

WATER PARK HOURS

Hours and pricing are not guaranteed and are subject to change. Please visit our website for current hours.

AUDIO VISUAL:

All audio visual equipment rentals are subject to a 24% Service charge and 5.5% tax. Group must provide Hotel written notice that it intends to use an outside source or bring in to the Hotel any audio visual equipment. Group shall provide all information requested by Hotel regarding the outside source and the services it intends to provide. Hotel accepts no responsibility or liability for the delivery, security or condition of audio-visual brought into the hotel from an outside source or the group.

50% discount on in house Audio Visual

A \$25.00 hook up fee will be charged to all groups bringing in their own audio visual equipment. More extensive technical support is available from IT/AV staff at a fee of \$45.00 per hour. Hotel accepts no responsibility or liability for any malfunctions when bringing in client-owned audio-visual equipment.

EXHIBITS

Exhibits are available for \$25.00 per table. Exhibit rental includes a designated period of time for set-up and dismantle. Exhibit rental does not include drapage, decoration, guard/security service, and electricity.

Pipe and drape exhibit booths require an outside company and are available for an additional cost. Consult with your Sales or Conference Services Manager for recommended vendors. Use of other vendors is permissible, with an approved floor plan. Group must provide Hotel in writing no less than 30 days prior to the event of any outside vendors that it intends to use and shall provide all information, including insurance certificates, requested by Hotel regarding the vendor and the services it intends to provide.

The Blue Harbor Resort & Spa does not carry insurance for and is not liable for any exhibitor loss, illegal action or any activity on hotel property and Group shall defend, hold harmless and indemnify Hotel from such loss, expense, claim or action.

LIQUOR LICENSE-POLICY

Due to the nature of our liquor license and potential insurance liability, it is the policy of The Blue Harbor Resort & Conference Center that bringing in alcohol or receiving donated alcohol for consumption in our meeting rooms or public function areas by groups or individuals is strictly prohibited. The 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. Blue Harbor Resort has a no shot policy at the Conference Center bars.

FOOD AND BEVERAGE POLICY

- Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. Groups are not allowed to bring food and beverages into the Conference Center at any time.
- No remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- Menu prices will be confirmed 30 days prior to scheduled function.
- Food and beverage prices are subject to a 24% service charge and applicable taxes.
- Final menu selections, set up, audio visual needs, and all other arrangements must be submitted to Hotel's Catering Office four (4) weeks in advance of scheduled function; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the Catering Sales Manager), Hotel will not be responsible for any specific dietary requests or requirements. Upon signing, the BEO becomes an Addendum to this Agreement and is binding on both parties. If details are not received by 3:00 PM CST, four (4) weeks in advance, a \$500.00 administrative fee will be assessed.
- The Catering Office must be notified of the guaranteed attendance no later than 3:00 PM CST, fourteen (14) business days prior to the scheduled function. Guarantees of attendance are not subject to reduction and Hotel will charge the Master Account, at a minimum, the amount due in accordance with the guaranteed attendance. If no guarantee is received, the expected number of guests on the banquet event order will be considered the guarantee. After this time, there will be no changes made to the banquet event order without incurring a minimum \$500.00 fee.

METHOD OF PAYMENT OF - MASTER ACCOUNT

Groups will not be admitted to the conference space or serviced without an approved, secured form of payment prior to arrival for event.

Group must notify the Hotel in writing of:

- 1 - The names of persons whose guestroom accounts are to be billed to the Master Account.
- 2 - Functions and any other accommodations to be billed to the Master Account.
- 3 - The name(s) of the person(s) or authorized person(s) who have the authority to post charges to the Master Account.

It is confirmed that your Master Account will be paid by:

DIRECT BILL: Group must submit completed credit application a minimum of 30 days prior to event. Completion of paperwork does not guarantee credit approval. Should paperwork be submitted less than 30 days prior to event or the credit application does not receive approval by Hotel, group must, at Hotel's option, provide a credit card for payment or supply advance payment in full for estimated charges. There is a \$5,000.00 minimum to establish direct bill account. The Master Account is due upon issuance of Hotel's invoice. After 30 days from date of invoice, the outstanding Master Account balance will accrue interest at the rate of 1+1/2% per month.

CREDIT CARD: Group must complete enclosed credit card authorization with return of the signed contract. This credit card is not for guarantee purposes and it will be run for authorization upon receipt and then charged for payment of master bill for the group charges.

ADVANCE DEPOSIT: A deposit of \$0.00 is due with the return of the signed contract.

ADVANCE PAYMENT: If group does not apply or is not approved for Direct Billing, payment in full for estimated charges will be due 10 business days prior to event. The Hotel may cancel the event with no liability but retaining all rights under this Agreement if Group fails to make payment in full within these time periods. Hotel will refund any overpayment within 20 days of the conclusion of the event. If Group owes any remaining balance, Group shall pay Hotel the balance upon conclusion of event. With Hotel written approval, Group may pay any balance with a valid credit card authorization. After 30 days from date of invoice, the outstanding Master Account balance will accrue interest at the rate of 1+1/2% per month.

TAX EXEMPT

Group must provide a current tax exempt letter. Billing must be paid by a check, drawn on the exempt entity's account; by a credit card issued in the name of the entity; or if paying by cash, the exempt entity must provide authorization to use the exempt. Check payment for estimated total must be received a minimum of 30 days prior to the event. Any balance due must be paid by credit card or billed to a

pre-approved Direct Bill account.

FOOD AND BEVERAGE MINIMUM

Group guarantees a minimum of **\$0.00** in food and beverage charges (the "Guaranteed Amount"), which is based upon the current menus and pricing as of the date of this Agreement (and may be increased if menus and pricing change as set forth in this Agreement). This Guaranteed Amount does not include room charges, meeting space rental, service charges, tax and labor charges, audio-visual or any other miscellaneous charges incurred. Group must pay Hotel the full Guaranteed Amount, regardless of actual charges. Group must pay Hotel any amounts exceeding the Guaranteed Amount. Food and Beverage rates will be guaranteed one month prior to arrival, after which they may be increased without notice and are subject to a sales tax (currently 5.5%) and a service charge (currently 24%) in addition to the minimum charge.

SECURITY

Hotel may, in its sole discretion, require Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Hotel prior to the function.

SHIPPING AND PACKAGES

Group must notify Hotel of any packages that it will be shipping to Hotel at least one week in advance. All packages must include name of Group and date of event and may not be received earlier than three (3) days prior to event. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

CANCELLATION POLICY

In the event of cancellation, a cancellation fee will be required. Should group decide to cancel the event within 60 days of event date, group will be charged 100% of the estimated revenue. If event is cancelled 61 days to 90 days outside of the event date, group will be charged 50% of the estimated revenue. If event is cancelled from 91 days prior to the event to contract signage, all deposits will be forfeited.

DAMAGE CLAUSE

Group agrees to assume all liability and expense related to damages to the Hotel as a result of any guest related to Group. Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Resort and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

FORCE MAJEURE

The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Resort facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder (including terrorism or threats of terrorism) or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Resort or Group.

RETURN OF CONTRACT

Please return the contract by **December 15th, 2023**. If we do not receive the contract by the above date, we will be unable to continue to hold your space. Should we have another group request your space prior to your return date, you will be given 24 hours to sign the contract and make required deposits. When signed by representatives of both parties, this contract will constitute a binding contract between the Group and the Hotel.

PLEASE SIGN AND RETURN ALL PAGES OF THIS CONTRACT AND AGREEMENT(S)

Jeffrey Salzman
Assistant Fire Chief

Date

Monica Mendez
Blue Harbor Resort & Conference Center

Date

William T. Rees, General Manager
For Blue Harbor Resort & Conference Center

Date

BLUE HARBOR RESORT & CONFERENCE CENTER

INVOICE FOR ADVANCE DEPOSIT

NAME OF COMPANY: Sheboygan Fire Department
CONTACT: Jeffrey Salzman
ADDRESS: 1326 N 25th St. Sheboygan, WI 53081

PHONE NUMBER: 920-980-8871
EMAIL: Jeffrey.salzman@sheboyganwi.gov

DEPOSIT REQUESTED: \$0.00
DATE REQUIRED: December 15th, 2023

****Credit Card will be used for all charges****

CARDHOLDER - Please complete the following section and sign/date below.

<i>Cardholder Name as it Appears on Credit Card:</i>		
<i>Credit Card Billing Address:</i> <i>City:</i>	<i>State:</i>	<i>Zip:</i>
<i>Daytime Phone:</i>	<i>Evening Phone:</i>	
<i>Credit Card Number:</i> Do Not Enter - Your Credit Card Security is important to us. A Resort Representative will contact you for the card number.	<i>Expiration Date:</i>	<i>CVV2 or CID Number:</i>
<i>Credit Card Type: (Circle one)</i> Club Discover Visa MasterCard Amex Diners		
<i>Credit Card Issuing Bank Name:</i>	<i>Bank Phone Number (from back of your credit card):</i>	

By signing below, you authorize the hotel to charge your credit card the advance deposit amount indicated above.

Cardholder Signature: _____ **Date:** ____ / ____ / _____