WADSWORTH CITY SCHOOL DISTRICT
BOARD OF EDUCATION

WADSWORTH, OHIO

REGULAR STATED MEETING
MONDAY, OCTOBER 14, 2019
JAMES R. McILVAINE PERFORMING ARTS CENTER, 625 BROAD STREET

AGENDA ADDENDUM

VI. Administrative Items

A. PERSONNEL CONSENT ITEMS

1. Employments

    e) Carie Raymond, Volunteer
    f) Carla Auffenberg, Classified Substitute

B. ACTION CONSENT ITEMS

8. Recommendation to approve the Group Sales Agreement between Great Wolf Lodge and the Wadsworth City School District Board of Education

Agenda Detail

B. ACTION CONSENT ITEMS

8. Great Wolf Lodge Group Sales Agreement: The Group Sales Agreement between Great Wolf Lodge and the Wadsworth City School District Board of Education being recommended for approval details the stay of our high school show and elite choirs on May 1, 2020.

GREAT WOLF LODGE.
GROUPS & MEETINGS
Plan on it.

October 11, 2019

Steve Moore, Principal
Wadsworth City Schools
625 Broad Street
Wadsworth, OH 44281

RE: Wadsworth High School
05-01-2020 / 05-02-2020

On behalf of the staff and management at Great Wolf Lodge – Mason, Ohio, we look forward to the opportunity to host the Wadsworth High School.

Enclosed for your review and signature is the contractual agreement we discussed. Please review it carefully, and if everything meets with your approval, sign and return the original copy to my attention by **09/27/19**. If any changes are made to the agreement, please initial them and they will be reviewed. A copy of the signed agreement will be returned to you for your records. At that time your meeting will be entered into our books on a definite basis.

Thank you for choosing Great Wolf Lodge of Mason, Ohio. Our staff and management are prepared to offer your guests excellent service and quality accommodations. We are confident your program will be a complete success, and we look forward to welcoming you and your attendees to the Great Wolf Lodge.

At your service,

Jessica Bays
Sales Manager

2501 Great Wolf Drive • Mason, OH 45040 Phone 513.459.8885 • Fax 513.229.5809 • www.greatwolf.com

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GROUP SALES AGREEMENT

This Agreement is made and entered into as of October 11, 2019, by and between **GWR Op Lessee OH, LLC dba Great Wolf Lodge Cincinnati/Mason** (hereinafter referred to as "Hotel") and **Wadsworth City Schools** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by Group, as stated below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Company/Organization Sponsor's Name: **Wadsworth High School**

Event Name and general description of event:

Contact Name: Steve Moore, Principal
Contact Phone: Daytime: 330-335-1400 X 21802 Fax:
Contact Address: 625 Broad Street, Wadsworth, OH 44281
Contact Email Address: kdavis@wadsworthschools.org

SECTION TWO: GROUP ROOM RESERVATIONS

2.1. **GUEST ROOM ACCOMMODATIONS**: Hotel will hold the following block of rooms for Group's Use. 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. Note that check-in time is **4:00pm** and check out time is **11:00am**. Guests arriving before 4:00pm will be assigned rooms as they become available.

(MASOOH) MASON FAMILY RESORTS LLC						
		Loft Fireplace w/ Balcony		Family Fireplace w/ Balcony		Total Rooms
Friday	05-01-20	17	$299.00	2	$179.00	19

There are **19** confirmed room nights.
The above room rates are for 1-4 guests in the room. Each additional person is ~~$50.00~~. This fee is waived
Waterpark hours vary by season. Check with your Sales Manager 30 days prior to arrival for operating hours during your stay.

RESORT FEE: Great Wolf Lodge charges a daily fee of $19.99 on all occupied rooms which enables us to provide services to our guests that, in the past, may have carried a separate charge. These are items our guests have frequently requested and are now included as part of the Resort Fee. These services include unlimited access to high speed, wireless internet service; local and outgoing 800 telephone calls; in-room coffee and bottled water, unlimited access to Iron Horse Fitness Center, both incoming and outgoing facsimile message service, parking and life jackets and towels in the water park.

CUT OFF DATE: [04-01-2020] After this date, rooms not reserved by rooming list or reservation, as provided below, shall be released from Group's room block and Hotel may contract with other parties for the use of such rooms. Hotel will continue to accept reservations from Group's attendees after that date at the prevailing room rate, subject to availability.

Hotel room rates are subject to applicable state and local taxes. If Group is exempt from state tax, it must present all documentation required by Hotel and pay in the manner specified by Hotel If group is claiming tax-exempt status, Group hereby accepts all liability. Otherwise, Group will be charged all applicable taxes.

All rates are net non-commissionable.

2.4. **RESERVATIONS**

04-01-2020 10/14/19

ROOMING LIST: Group must submit a room list to Hotel by [04-03-2019]. Should Group print its own rooming or reservation list form, Group shall present it to Hotel for approval before use. This form must indicate Group name, rates, meeting dates, names of each guest occupying the rooms (and their address, phone number, credit card number, if applicable), the types of sleeping rooms desired and the arrival and departure dates, and the deposit and cancellation terms, as described in this Agreement. Group must promptly submit to Hotel any changes to the rooming list. Hotel will charge Group the first night's room rate plus tax for any rooms cancelled within 72 hours of the arrival date and for any rooms not checked in by 6:00 p.m. of the arrival date. This charge applies only to the cancellation of the room and is in addition to any cancellation or attrition charges owed by Group, as described below in Section Five.

All room and tax shall be paid by Group either by pre-payment or Master Account, as specified below in Section Four.

SECTION THREE: MEETING ROOM AND CATERING SERVICES

N/A

SECTION FOUR: METHOD OF PAYMENT OF MASTER ACCOUNT

4.1 **CREDIT CARDS:** Group must complete and return the enclosed Credit Card Authorization form 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 full amount ten (10) days prior to the scheduled event. Additional charges incurred by the Group will be charged to the credit card for payment of the master bill following the event.

4.2 **INCIDENTALS**: Incidental expenses of Group members will be the responsibility **of INDIVIDUAL.** If Group is responsible for incidental expenses, Group will prepay all such estimated expenses as set forth in Section 4.2 above, or shall be billed to the Master Account. If the individual guests are responsible for incidental expenses, the guest will leave a valid credit card or a cash deposit in an amount determined by Hotel at the time of check-in. Group must inform its members of this requirement.

SECTION FIVE: CANCELLATION/MODIFICATION

5.1 **CANCELLATION OF ROOM RESERVATIONS**:

Group is responsible for payment of guests' accommodations through a master account. The attrition and cancellation clauses in Section 5.3 shall apply.

5.2 **GROUP'S REDUCTION OR CANCELLATION:**

Group and Hotel have entered into this binding agreement and the Hotel has foregone other opportunities and/or offered special rates or concessions in reliance upon the Group's commitment.

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, Hotel will assist Group in finding other accommodations and space at comparable prices and shall provide, without charge, necessary transportation between the alternative site and the Hotel.

5.3 **CANCELLATION AND PERFORMANCE**: The rates offered by Hotel are based in part upon the total gross revenue anticipated by Hotel from Group's agreement to use and pay for the rooms and events listed in this document. The Group agrees and understands that in the event of a cancellation or lack of full performance by Group, Hotel's actual damages would be difficult to determine. Therefore, Group has agreed to pay reasonable liquidated damages to Hotel for cancellation or lack of performance as described in this paragraph. Cancellation damages will be calculated as a percentage, based on the date of cancellation listed below, of total anticipated gross revenues from all contracted sleeping rooms listed in this document.

Date of Cancellation = Percentage owed

Date of signing to 365 days in advance =10%
181-364 days prior in advance = 45%
180 days to 91 days in advance = 65%
90 to 30 days in advance = 80%
29 days or less in advance of event =100%

If the event is held, but Hotel does not actualize the total guest room revenue anticipated from Group's room block, Group agrees to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 90% of the total guest room revenue from your event. Group will be responsible for meeting room rental, set-up fees and food and beverage minimums as outlined in section 3.3 of this contract.

SECTION SIX: MISCELLANEOUS

6.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME**: Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the Hotel. No sign, banner or display shall be affixed to any part of the hotel.

6.2 **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. Applicable service charges and taxes will apply when pre approved by Group.

6.3 **SHIPPING AND PACKAGES**: Group must notify Hotel of any packages that will be shipped 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) business days prior to the scheduled event set-up. A $5.00 charge per package, per day will be charged for packages received more than three (3) business days prior to the scheduled event set-up. Hotel accepts no responsibility or liability for the delivery, security or condition of the packages.

6.4 **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 of this Agreement. Group may designate other individuals in writing:

Name: _____ Signature: _____

Name: _____ Signature: _____

6.5 **HOTEL CONTACT/NOTICES**: All communications shall be in writing and deemed 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: Hotel Address: **2501 Great Wolf Drive, Mason, OH 45040 Attn: Jessica Bays .** 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.

SECTION SEVEN: GENERAL PROVISIONS

7.1 **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 be responsible for damages to persons and/or property arising out of or cause by Group's negligence or intentional misconduct. Hotel shall be responsible for damages to persons and/or property arising out of or cause by Hotel's negligence or intentional misconduct.

7.2 **GROUP'S PROPERTY**: Group agrees that Hotel is not be responsible for the safe-keeping of equipment, supplies, or any valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Accordingly, Group will provide security and assumes responsibility (including procuring sufficient insurance coverage) for any loss of property. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement. Group hereby 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.

7.3 **FORCE MAJEURE**: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes,

civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

7.4 **DISPUTE RESOLUTION**: This Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

7.5 **ENTIRE AGREEMENT**: This Agreement and any Exhibits hereto constitutes 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.

7.6 **MISCELLANEOUS**: The persons signing this Agreement for Hotel and Group each warrants that they are authorized to bind the Hotel and Group, respectively. 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.

7.7 **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 charged set forth herein.

7.8 **PAYMENT**: 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 18% or the highest amount allowed by law. No payment by Group or receipt by Hotel of a lesser amount than any installment or payment of amounts due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any check or 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 such installment 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 subsequent and future arrangements, agreements or functions at the Hotel made by Group without penalty and upon written notice.

7.9 **RIGHT OF HOTEL TO TERMINATE**: If any information provided by Group to Hotel regarding Group's financial status, its activities, purpose or other material information about Group changes or is incorrect, Hotel may terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to Section 5 above.

7.10 **RIGHT OF INSPECTION/ENTRY**: Hotel will have the right 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 to immediately ask the responsible party(s) to leave the premises. If entire group is responsible, then the entire group will be asked to leave the premises.

If a signed original of this Agreement has not been received by the Hotel prior to **09/26/19**, 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 the event Hotel has a request for the rooms requested by Group prior to **09/27/19**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHERE OF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

GWR Op Lessee OH, LLC
D/B/A Great Wolf Lodge Cincinnati/Mason

Signature: _____

Name: Jessica Bays

Title: Sales Manager

Date: _____

DIRECTOR OF SALES: _____ Initial

[Wadsworth City Schools]

Signature: _____

Name (printed): _____

Title: _____

Date: _____