

Noise Ordinance



**Holiday Inn**

LTD Oyster Point, LLC d/b/a  
 Holiday Inn Newport News-City Center  
 980 Omni Boulevard  
 Newport News, VA 23606  
 www.holidayinnnewportnews.com  
 Tel: (757) 223-2110 Fax: (757) 223-2114 fax

CONFIRMATION AGREEMENT

CONTACT: Vernell Hoffler	TODAY'S DATE: 12/5/2018
TITLE: Event Planner	SALES CONTACT: Polly Bradsher
ORGANIZATION: Narcotics Anonymous	EMAIL: pbradsher@ltdhospitality.com
ADDRESS: Newport News, Virginia 23606	PHONE: 757.240.4557
PHONE: (757) 236-5735	
EMAIL: hofflerv@gmail.com	
EVENT POST AS: Narcotics Anonymous	
EVENT DATE: Friday, November 6, 2020 - Sunday, November 8, 2020	

The following represents an agreement between the Holiday Inn Newport News - City Center ("Hotel") and Narcotics Anonymous ("Organization") entered into as of Wednesday, December 5, 2018 ("Effective Date") and outlines specific conditions and services to be provided.

GUEST ROOM COMMITMENT AND DATES

The Hotel will provide and Organization agrees that it will be responsible for utilizing 200. Total Room Nights and group rates (net of all taxes) as Follows:

Narcotics Anonymous

Room Type	11/6/2020	11/7/2020	11/8/2020
King Corner Suite	30 Rate: \$119.00	30 Rate: \$119.00	Check-Out
KING STANDARD	10 Rate: \$119.00	10 Rate: \$119.00	Check-Out
Two Queen Beds	60 Rate: \$119.00	60 Rate: \$119.00	Check-Out
TOTAL	100	100	Check-Out

All guestroom rates are subject to applicable state and local taxes (currently 14% plus a \$1.00 occupancy tax per room, per night). Taxes are subject to change. Hotel rates are also subject to adjustment by the Hotel as further described in this Agreement in the event Organization's total Event requirements are modified by the Organization.

**\* COMPLIMENTARY GUEST ROOMS**

The Hotel will provide one (1) complimentary unit per forty (40) units actually occupied and paid for by the group's attendee's. Should actual paid guest units used by Narcotics Anonymous be insufficient to earn the number of complimentary units assigned, the appropriate room and tax charges will be placed on the Master Account. Unused complimentary units have no value after the meeting dates.

**RESERVATION METHOD**

Individual guests are responsible for all charges - no group billing account will be established. Individual reservations must be cancelled 72 hours prior to arrival to avoid a penalty charge of one night's room & tax.

Once the group block is established, guests may call the hotel at (757) 223-2110 for reservations or our toll-free central reservations office at (888)-Holiday. We'll also provide you a reservation link so guests may reserve online

**RESERVATION CUT-OFF DATE**

Reservations for attendees must be received on or before October 6, 2020. At the Cut-Off date after midnight the Hotel will review the reservation pick-up for the Event, and release the unreserved rooms for general sale and determine whether it can accept reservations from attendees after the Cut-Off date based on a space- and rate-available basis at the Organization's group rate. The release of rooms for general sale following the Cut-Off date shall not alter, release, or negate Organization's obligations regarding attrition and/or cancellation under this Agreement and any such released room shall be considered an "un-used" room for such purposes.

**GUARANTEED RESERVATIONS**

All reservations must be accompanied by a first night's deposit or guaranteed with a major credit card or by Organization. Hotel will not hold any reservation unless secured by one of the above methods. In the event a guest wishes to cancel a reservation, the deposit is refundable if notice is received before 6pm prior to the day of arrival and a cancellation number is obtained. However, any such cancellation shall not alter, release or negate Organization's obligations regarding attrition and/or cancellation under this Agreement and any such cancelled room shall be considered an "unused" room for such purposes.

**CHECK-IN/CHECK-OUT TIMES**

Our check-in time is 3:00 PM and our checkout is 12:00 PM. Guests arriving before 3:00 PM will be accommodated as soon as rooms become available. Anyone wishing special consideration for a late checkout should inquire on the day of his or her scheduled departure.

**ATTRITION CLAUSE**

OR

**ATTRITION CLAUSE WAIVED**

Client Initial \_\_\_\_\_

Organization understands that the Hotel is relying upon Organization's use of the Total Room Nights. Organization acknowledges and agrees that a loss will be incurred by Hotel in the event there is a reduction in Total Room Nights greater than twenty-five percent (25%) in Total Room Nights actually used.

Client Initial \_\_\_\_\_  
Hotel Initial \_\_\_\_\_

If the room nights actually used by the Organization are less than seventy-five percent (75%) of the Total Room Nights, Organization agrees to pay, as liquidated damages, and not as a penalty, the difference between seventy-five percent (75%) of the Total Room Nights and Organization's actual usage of rooms, multiplied by the average group room rate.

**LIABILITY & INDEMNITY**

INSERT ACCOUNT NAME agrees to pay for any damage to any hotel guestrooms, the function space and any ancillary space including, but not limited to, lobbies, bathrooms, parking lots, courtyards, other property, etc. that occurs while INSERT ACCOUNT NAME is on Hotel premises. INSERT ACCOUNT NAME may be responsible for incidental and consequential lost revenues due to INSERT ACCOUNT NAME's Event resulting in guest complaints, etc. INSERT ACCOUNT NAME will not be responsible, however, for ordinary wear and tear or for damage that it can show was caused by persons other than INSERT ACCOUNT NAME and its attendees.

**PARKING POLICY**

We are pleased to offer complimentary parking. Hotel is not responsible for any lost, damaged, or vandalized vehicles parked in Hotel's parking lots.

**FUNCTION SPACE**

Based on your requirements, we have reserved the appropriate function space as outlined below. This agenda is considered part of the agreement. If additional function space is required or if meeting room sets become extensive, charges may be incurred. We do ask for your cooperation in releasing unneeded space at the earliest possible date. The facility service charges specified on the Function Information Agenda are based on your Agenda as outlined. Any changes to this Agenda will be subject to rate review and revision, if warranted. The Hotel reserves the right to reassign specific function rooms.

**MEETING**

Date	Time	Room	Function	Setup	AGR	Room Rental
Fri., 11/6/20	3:00 PM - 11:00 PM	Virginia Ballroom	General Session	Theatre	600	\$600.00
Fri., 11/6/20	3:00 PM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0
Fri., 11/6/20	3:00 PM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0
Fri., 11/6/20	3:00 PM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0
Fri., 11/6/20	3:00 PM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0
Fri., 11/6/20	3:00 PM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0
Fri., 11/6/20	6:00 PM - 12:00 AM	Newport Room	Hospitality Suite	Rounds	Flow	\$350.00
Sat., 11/7/20	7:00 AM - 10:00 PM	Virginia Ballroom	General Session	Theatre	600	\$0.0
Sat., 11/7/20	9:00 AM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0.0
Sat., 11/7/20	9:00 AM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0.0
Sat., 11/7/20	9:00 AM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0.0
Sat., 11/7/20	9:00 AM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0.0
Sat., 11/7/20	9:00 AM - 6:00 PM	Virginia Ballroom	Breakout	Theatre	50	\$0.0
Sat., 11/7/20	8:00AM - 12:00 AM	Newport Room	Hospitality Suite	Theatre	Flow	\$150.00

Sun., 11/8/20	10:00 AM - 12:00 PM	Virginia Ballroom	General Session	Theatre	600	.00
Sun., 11/8/20	8:00 AM - 9:45 AM	Pre Function	Registration	1 Table 2 chairs	Flow	\$150.00

**Above meeting space charges is based on 80% guest room pick up.**

**Light cold snacks and NO Alcohol is allowed in the Hospitality Suite**

**MEETING AND BANQUET REQUIREMENTS**

All reservations and agreements are made upon, and are subject to, the rules and regulations of the Hotel, and the following conditions.

**GUARANTEES**

It is the responsibility of the Client to notify the hotel of the final minimum guarantee of the number of guests for each meal function no later than 12:00 noon, five (5) business days prior to the date of the Event November 1, 2020, otherwise the expected count outlined above will be used. This final minimum guarantee will be the least number of meals for which there will be a charge. Should you increase the number of expected guests after the guarantee, an additional cost of \$5.00 per meal will be charged prior to service charge and taxes

**BANQUET FEES**

It is agreed by the Hotel and Client that room rental of \$1,250.00 excluding applicable taxes will be charged to Client for the outlined Events and Services provided.

**SERVICE CHARGE AND TAX**

The following taxes and charges may be applied to all food and beverage purchases: a service charge, currently at twenty percent (20%), and as required by State law, a sales tax of thirteen and one half percent (13.5%) will be added to the total cost of the function. The following taxes and charges will be applied to all rental charges: a service charge, currently at twenty percent (20%), and as required by State law, a sales tax of six percent (6%) will be added to the total cost of the function. Tax rates are subject to change.

**DEPOSIT(S)**

It is the responsibility of Client to make a \$500.00 deposits in accordance with deposit schedule listed below in order to ensure function space for the Event. All deposits are non-refundable and will be applied toward any liquidated damages due to the Hotel pursuant to the Cancellation section of this Agreement. Should Client fail to timely make a payment according to this schedule, the Hotel, at its discretion, may cancel the Event and retain any deposits previously paid. Full payment based on actual charges must be made on the day of the event.

\$500.00 is due with signed agreement - credit card authorization form

Balance in full based on event charges to include any food and beverage are due 2 weeks prior to Conference

**MEETINGS AND BANQUET ARRANGEMENTS**

Please advise our Catering or Event manager in writing of any special requirements you may have, such as dietary restrictions, audio-visual equipment, display equipment, labor, etc. Function rooms are being held only between the hours indicated. All arrangements must be made a minimum of three (3) weeks prior to your function date(s) to allow adequate time for follow through. Any major changes in confirmed arrangements must be given to Hotel in writing and may necessitate a re-evaluation and changes in rental fees. Banquet groups are assigned to specific rooms at the discretion of the Hotel and are subject to change.

Availability of your function space for set-up, take down, arrival, and departure must coincide with the event times listed on the contract. Outside vendor services must be planned within the contracted time and coordinated with your Catering or Event Manager. The Hotel will make every effort to accommodate requested changes to event times.

**AUDIOVISUAL EQUIPMENT RENTAL AND AMPLIFICATION SERVICES ARRANGEMENTS**

**No AV requested at this time.**

**IN-HOUSE EQUIPMENT**

We will provide, at no charge, a reasonable amount of meeting equipment (chairs, tables, cloths, podiums, etc.) This complimentary arrangement does not include special set-ups or extraordinary formats that would exhaust our present in-house equipment to the point of requiring rental of an additional supply to accommodate your needs. If such is the case, we will anticipate it in sufficient time as to present two (2) alternatives: (1) estimated rental cost to your group for additional equipment, or (2) discussing any change in the extraordinary set-up to avoid extra equipment costs.

**CATERING**

Our culinary team has put together a menu of local, regional and creative tastes that will surpass your expectations. They will be happy to begin the planning process at your convenience. The following taxes and charges will be applied: a service charge, currently at twenty percent (20%) and a city of Newport News tax, currently at thirteen and one half percent (13.5%). Tax rates are subject to change.

**FOOD AND BEVERAGE SERVICE**

During the course of the Event, food and beverage service within the Hotel will be provided according to the specifications listed in the event agenda.

- The Hotel prepares the quantities of food and beverages based on the guaranteed number of guests and in ample amounts to ensure that all guests enjoy an attractive selection of food.
- All buffets are available for 90 minutes. Coffee breaks are available for 30 minutes and reception for 2 hours unless otherwise noted.
- The Hotel does not permit any food or beverage to leave the premises due to national health regulations. The Hotel will not allow you or your guests to remove from the premises any leftover food from the function.
- Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of food borne illness, especially if you have certain medical conditions.

The hotel is committed to a policy of providing legal, proper, and responsible hospitality. If alcoholic beverages are to be served on the Hotel premises (or elsewhere under the Hotel's alcoholic beverage license), the Hotel will require that beverages be dispensed only by the Hotel's designated personnel. The Hotel's alcoholic beverage license requires the Hotel to (a) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced and (b) refuse alcoholic beverage service to any person who in the Hotel's sole judgment, appears intoxicated. Any alcoholic beverages not provided by the Hotel will be confiscated and the person(s) may be asked to leave.

In accordance with state law, liquor cannot be sold to or consumed by any person under the legal drinking age of 21. We reserve the right to refuse or terminate the service of alcoholic beverages at any time if

such service would be inconsistent with our alcohol service policy or any federal, state or local laws regulating the sale and servicing of alcoholic beverage. Bars will not be set up for any student-related high school, sorority, fraternity, college or university functions. We encourage the adoption by banquet groups of a designated driver program, whereby one or more persons accept the responsibility of not consuming alcoholic beverages, and thereby ensuring the safe transportation of others in the party. The Hotel will be happy to assist anyone upon request in making alternative transportation arrangements and/or overnight accommodations during the course of your function. As the Event host, your help encouraging responsible drinking behavior is appreciated.

#### **LOST AND FOUND**

The Hotel shall not assume responsibility for the loss of damage of any merchandise or articles left in the banquet rooms prior to or following an event. The Hotel's Housekeeping department administers the Lost and Found process.

#### **SMOKING POLICY**

Smoking is prohibited inside the Hotel.

#### **MODIFICATIONS OR CHANGES**

Any changes, additions, addendum, stipulations or deletions including corrective lining out by either Hotel or Organization will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

#### **BILLING ARRANGEMENTS**

Payment shall be made in advance of the function unless credit has been established to the satisfaction of the Hotel. All business booked into the Hotel will be checked through the Hotel's Accounting Department prior to authorization for direct billing. In many cases a deposit or prepayment may be required. In the event credit is not approved, Organization agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion prior to arrival. If billing is requested, a Hotel Confidential Credit Application must be completed and approved no later than thirty (30) days prior to the date of the function or arrival of group. The completed Credit Application must accompany the request for direct billing on company letterhead, forwarded to the attention of the Director of Sales & Marketing.

Credit is not granted to private and/or social functions, political organizations or religious, fraternal or charitable groups whose funding is dependent upon dues, fund-raising, and/or donations. For all such groups, deposit based upon the estimated attendance is due six (6) months prior to the event. The remaining balance is due two (2) weeks prior to the date of the event. If there is an outstanding balance it will be due at the conclusion of the function. In the event payment is not made within thirty (30) days after the function, you will be responsible for the interest on any unpaid amount at the rate of 1.5% per month.

#### **EARLY DEPARTURE FEE**

Narcotics Anonymous acknowledges that the Hotel may charge attendees - as liquidated damages and not a penalty - a ONE NIGHTS ROOM AND TAX fee \$119.00 as compensation for the harm caused to the Hotel by unscheduled early departures (an "Early Departure Fee"). An Early Departure Fee may only be charged if an attendee checks out of the Hotel prior to the attendee's scheduled departure date, without having notified the Hotel by 12:00 midnight the day after check-in of the change in scheduled departure. To the extent that Early Departure Fees are collected from Narcotics Anonymous attendees on a date as to which Narcotics Anonymous incurs any rooms attrition fee pursuant to this Agreement, the amount of Early Departure Fees actually collected - up to the amount of the attrition payment attributable to that date - will be deducted from any rooms attrition payment that would otherwise be payable. If room reservations are to be made through a rooming list of any kind (or are otherwise not in the Hotel's control), Narcotics Anonymous agrees to communicate the above early departure policy to each attendee prior to, or at the time of, the making of an attendee's rooms reservation.

**LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

**IMPOSSIBILITY**

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including acts of God, war, government regulations, disaster, strikes, civil disorder, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either the Hotel or Organization to the other within ten (10) days of learning of the basis for termination. Neither a change in ownership or management of the Hotel, nor a change in management of Organization shall relieve either party of the responsibilities and obligations of this Agreement.

**CANCELLATION POLICY**

Organization agrees to provide Hotel with written notice of any decision to cancel or otherwise abandon its use of the Total Room Nights (a "Cancellation") within five (5) days of such decision. If Organization cancels the Event or moves the Event to another city or facility, such decision shall constitute a breach of its obligation to the Hotel and the Hotel will be harmed. If a Cancellation occurs, the parties agree that: (i) it would be difficult to determine the actual harm suffered by the Hotel; (ii) due to the short period of time between the execution of this Agreement and the Event dates, and/or the projected non-capacity occupancy of the Hotel over the Event dates, Hotel is unlikely to be able to resell rooms or function space on a "last-sale" basis in the event of a Cancellation; and (iii) the amount set forth below reasonably estimates Hotel's harm for a Cancellation.

Organization therefore agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty. Provided that Organization timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Organization relating to the Cancellation. Narcotics Anonymous authorizes Hotel to charge the credit card on file any amounts reasonable and necessary in satisfaction of liquidated damages as per this paragraph.

<b>DATE CANCELLATION IS RECEIVED BY HOTEL:</b>	<b>LIQUIDATED DAMAGES:</b>
* March 1, 2020	25% of total conference revenue
March 2, 2019 to September 30, 2020	50% of total conference revenue
October 1, 2020	100% of total conference revenue

**BINDING EFFECT**

The sales staff, management, and all our associate employees welcome the opportunity to serve Narcotics Anonymous.

Prior to execution by both parties, this Agreement represents an offer by the Hotel. Unless the Hotel otherwise notifies Organization at any time prior to Hotel's receipt of the Agreement executed by Organization, the outlined format and dates will be held by Hotel on a first-option bases until January 10, 2019. Upon receipt by Hotel of this Agreement signed by Organization, this Agreement will be placed on a definite basis and will be binding upon Hotel and Organization. If a signed Agreement is not received by Hotel from Organization by the Acceptance Date, at the Hotel's option, the arrangements described herein shall be null and void and neither party will have any obligations under the Agreement. In any event, this Agreement shall not be binding on the parties until signed by both parties, including any changes, additions, and deletions. Hotel and Narcotics Anonymous have agreed to and have executed this Agreement by their authorized representatives as of the Effective Date.

**THE HOTEL AND ORGANIZATION HAVE AGREED TO AND HAVE ACCEPTED BY:**

Client Initial \_\_\_\_\_  
Hotel Initial \_\_\_\_\_

<b>Narcotics Anonymous</b>	<b>Holiday Inn Newport News-City Center</b>
<b>Name:</b>	<b>Polly Bradsher</b>
<b>Title:</b>	<b>Title : Sales Manager</b>
<b>Signature:</b>	<b>Authorized Signature:</b>
<b>Date:</b>	<b>Date:</b>