

THE WESTIN

SAVANNAH HARBOR

GOLF RESORT & SPA

Agreement between The Westin Savannah Harbor Golf Resort & Spa and Atlanta Regional Commission

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RE: Atlanta Regional Commission 2019 Regional Leadership Institute

This Agreement between the Atlanta Regional Commission (“Customer”) and The Westin Savannah Harbor Golf Resort & Spa (“Hotel”) is effective as of the date it is signed by Hotel (“Agreement Date”).

Event Dates: Friday, September 20, 2019 – Friday, September 27, 2019

Guest Rooms: This Agreement applies to the following block of guest rooms (the “Room Block”):

	Friday 9/20/19	Saturday 9/21/19	Sunday 9/22/19	Monday 9/23/19	Tuesday 9/24/19	Wednesday 9/25/19	Thursday 9/26/19
Run of House	4	5	62	62	62	62	62
Hospitality Suite Parlor	0	0	1	1	1	1	1
King Connecting Bedroom to Hospitality Suite Parlor	0	0	1	1	1	1	1
Total Rooms and Suites	4	5	64	64	64	64	64

Total Guest Room Night Commitment: Customer’s total guest room night commitment is 329.

Cut-off Date: The “cut-off date” for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on August 18, 2019. 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 Customer’s total guest room night commitment and does not impact the “Attrition” or “Cancellation” provisions below.

Rates: Hotel will provide the confirmed guest room rates below for the Room Block (the “Rates”):

Room	Single Rate	Double Rate
Run of House	\$261	\$261
Hospitality Suite Parlor	complimentary	complimentary
King Connecting Bedroom to Hospitality Suite Parlor	\$261	\$261

Rates do not include applicable state and local taxes, currently 13% plus \$2.50 occupancy tax, and \$5 state mandated fee, or the following automatic or mandatory charges (e.g., resort charges): \$25, reduced to \$21, per night. No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

Rates will be available 2 days prior and 2 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

The Resort Charge is currently \$25.00 (plus tax), per room, per night. **This charge will be reduced to and guaranteed as \$21 for Atlanta Regional Commissions 2019 Regional Leadership Institute.** It provides and bundles the following services and amenities: Self-parking; in-room internet (wired and wireless), free local telephone calls, access to business center facilities; on-resort shuttle transportation, scheduled shuttle service to downtown Savannah; access to The Club at Savannah Harbor amenities including WestinWORKOUT® Fitness Studio, Har-Tru Tennis Facility, putting greens & driving range (including

complimentary use of clubs); access to steam room, sauna & Sanctuary at the Heavenly Spa by Westin; beach chairs & umbrellas at our Westin Beach Club at Bloody Point Resort on Daufuskie Island.

Reservations Procedure - Individual Call: Guest room reservations will be made by individuals. They can either call our Central Reservations Office in Continental U.S. and Canada at 1-800-228-3000 or on line using your Stargroups web site.

Early Departure Fee: An early departure fee of one night room and tax will apply if a Customer attendee checks out prior to the confirmed checkout date.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 24% of the total food and beverage revenue (plus all applicable taxes) will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 20% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue	\$85,869
Minimum Food And Beverage:	\$50,312
Total Minimum Revenue:	\$136,181

If Customer does not fulfill all of its commitments or cancels this Agreement, Customer agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Customer will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:	90% of \$85,869 = \$77,282
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This attrition allowance does not apply if Customer cancels the Agreement or does not hold the event at Hotel. If Customer holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue <i>minus</i> actual guest room revenue from Room Block
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If Customer does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Customer cancels this Agreement, Customer will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to September 22, 2017:	50% of Total Minimum Revenue = \$68,090
After March 17, 2018:	75% of Total Minimum Revenue = \$27,136

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below.

	Group Pays	Guest Pays
Guest rooms (including taxes and automatic or mandatory charges):	x	
Event Food & Beverage (including taxes, service charges, and administrative charges):	x	
Incidental charges:		x

Master Account: Hotel will set up a "Master Account" for Customer for payment of charges under this Agreement. Customer

must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Customer will pay the estimated amount of the Master Account in advance. Customer will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of September 20, 2019. If Customer will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than September 20, 2019, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Customer. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Customer’s receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Customer must notify Hotel of any disputes within 5 business days of Customer’s receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Customer’s credit status has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before September 20, 2019.

Master Bills Under \$10,000: The Resort will not extend direct bill privileges for master bills under \$10,000. These accounts must be paid 30 days in advance of arrival.

Concessions: Hotel will provide the following concessions if at least 90% of the Minimum Guest Room Revenue is received and at least 100% of the Minimum Food & Beverage Revenue is received:

Complimentary Rooms:	Group will receive one (1) complimentary guest room for every 50 occupied, revenue-producing guest rooms on a cumulative basis actualized by your group (total room nights utilized divided by 50. Unused complimentary guestrooms will have no monetary value.
Pre-Event Planning Visits	Between the signing of this contract and the start of this conference/meeting the Resort will provide one room night at the group rate for a planning visit. Room reservations are required in advance and are subject to availability and blackout dates. Unused pre-planning rooms cannot be used during or in conjunction with early arrival of the conference/meeting and have no monetary value.
Discounted Suites:	One hospitality suite parlor will be provided complimentary with the bedroom at the group rate of \$261 per night (parlor is normally \$400).
Resort Charge:	Resort charge is guaranteed at \$21 with no increase, with all services included (reduced from current rate of \$25).

SPG Provisions -

Award of Benefits: Certain benefits awarded through the Starwood Preferred Guest program (“SPG”), including Starpoints and eligible nights (collectively, “Benefits”), are available for business contracted through the sales and catering departments of participating Starwood hotels. Group acknowledges that such Benefits have been offered in connection with this Agreement, and Group consents to the awarding of Benefits to the individual(s) listed below (each a “Group Recipient”). Once Group has departed the Hotel’s facilities and full payment is received by Hotel, Benefits will be awarded to the Group Recipients in accordance with the SPG terms and conditions http://www.starwoodhotels.com/preferredguest/legal/spg_terms.html (the “SPG T&Cs”).

Member Name	Starwood Preferred Guest Membership Number
Katrina DeBerry	441158351022

Each Group Recipient will earn (a) an amount of Starpoints based on (i) his or her status in SPG and (ii) the total amount of eligible event charges that are paid for the Event (“Event Charges”) divided by the number of Group Recipients and (b) an amount of eligible nights based on the total number of guest rooms paid for under this Agreement (“Paid Rooms”) divided by the number of Group Recipients, in each case, subject to the SPG T&Cs.

Limitations on Award of Benefits: Except for any attendees of the Event that pay for their own guest room, no individual other than a Group Recipient will be eligible to earn any Benefits for Event Charges or Paid Rooms. Group and Hotel must execute a written amendment to this Agreement to change any Group Recipient. Group acknowledges that each Group Recipient must be a member of SPG in good standing, must be employed by Group at the time the Benefits are awarded, and must be eligible to receive the Benefits under applicable laws, gift policies and incentive policies. Only three Group Recipients may receive Benefits. Any Benefits may be cancelled if (x) it is determined that any Group Recipient was not authorized by Group to receive, incorrectly received, or was ineligible to receive, the Benefits, (y) Hotel is no longer participating in SPG for any reason at the time of the Event or (z) SPG, or any applicable Benefit, is modified, cancelled or discontinued for any reason.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Customer will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Customer to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists,

exhibitors) to Customer for additional charges. Except with respect to certain services (e.g., rigging services), Customer may use its own vendors for such services provided that Customer's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Customer will inform Hotel of its decision to bring its own vendor at least 60 days prior to September 20, 2019, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to September 20, 2019.

Shipping and Storage: Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days prior to September 20, 2019. A handling and storage fee of \$6 per box/item will be assessed. The mandatory handling and storage fee is retained by the Hotel and is not a tip, gratuity, or service charge for employees providing the handling services. Hotel will not be responsible for any loss or damage to materials set to Hotel prior to September 20, 2019.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Customer will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Customer will disclose to all Customer attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Customer will be responsible for providing its disabled members with auxiliary aids in connection with any Customer events or activities. Upon Customer's reasonable request, Hotel will cooperate with Customer to provide services on behalf of Customer's disabled attendees.

Privacy: Customer will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Customer and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Customer may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Customer.

ACCEPTED AND AGREED TO:

Atlanta Regional Commission

CWT Savannah Holdings LLC, a Delaware limited liability company, as Owner of The Westin Savannah Harbor Resort & Spa

By: Westin Hotel Management, L.P., a Delaware limited partnership
Its Operator

By _____
Douglas R. Hooker,
Executive Director

By _____
Cecelia (Cece) Corbin, CMP
Account Director, Group

Date _____

Date _____

By _____
Kerry Armstrong,
Chair
Date _____

By _____
Craig Cupit,
Director of Group Sales & Marketing
Date _____

Function Space/Schedule of Events

This Agreement applies to the following events and function space:

Date	Function Description	Start – End Time	Set Up	# PPL
Sunday, 9/22/19	Break	1:30PM - 3:45PM	Flow Through	60
	General Session	2:00PM - 5:00PM	Rounds	60
Monday, 9/23/19	Breakfast	7:00AM - 8:00AM	Rounds	60
	General Session	8:00AM - 5:00PM	Rounds	60
	Morning Break	9:30AM - 9:45AM	Flow Through	60
	Morning Beverages	11:00AM - 12:00PM	Flow Through	60
	Lunch	12:00PM - 1:00PM	Rounds	60
	Afternoon Break	2:00PM - 4:00PM	Flow Through	60
	Cocktail Hour	5:30PM - 6:30PM	Flow Through	60
Tuesday, 9/24/19	Breakfast	7:00AM - 8:00AM	Rounds	60
	General Session	8:00AM - 5:00PM	Rounds	60
	Morning Break	9:45AM - 11:30AM	Flow Through	60
	Lunch	12:15PM - 1:15PM	Rounds	60
	Afternoon Break	2:15PM - 4:15PM	Flow Through	60
Wednesday, 9/25/19	Breakfast	7:00AM - 8:00AM	Rounds	60
	General Session	8:00AM - 5:00PM	Rounds	60
	Morning Break	10:15AM - 11:15AM	Flow Through	60
	Lunch	12:00PM - 1:00PM	Rounds	60
	Afternoon Break	2:00PM - 3:30PM	Flow Through	60
Thursday, 9/26/19	Breakfast	7:00AM - 8:00AM	Rounds	60
	General Session	8:00AM - 5:00PM	Rounds	60
	Morning Break	10:00AM - 10:45AM	Flow Through	60
	Lunch	11:45AM - 12:45PM	Rounds	60
	Afternoon Break	2:30PM - 3:45PM	Flow Through	60
	Cocktails	5:15PM - 6:30PM	Existing	60
	Dinner with Speaker	6:30PM - 8:15PM	Rounds	60
Friday, 9/27/19	Breakfast	8:00AM - 9:00AM	Rounds	60
	General Session	9:00AM - 12:00PM	Rounds	60

Based on meeting space availability, the Resort reserves the right to move Group events to meeting space at the adjacent Savannah International Trade and Convention Center (SITCC). The Resort will inform the Group in advance and in writing if any events are moved. Should the Resort choose to move the Group's events to the SITCC, the Resort will cover the room rental costs associated with the relocated meetings.