



HALLMARK RESORT \* 744 S.W ELIZABETH \* NEWPORT, OR 97365  
(541) 265-2600 \* RESERVATIONS 1-855-391-2484 \* FAX (541) 265-9449

March 22, 2023

Peggy Hawker  
**City of Newport Sister City Dinner**  
Phone: 541-992-4858  
Address:  
Email: phawker97367@gmail.com

Dear Peggy ,

Thank you for selecting the Hallmark Resort in Newport, Oregon to host the City of Newport Sister City Dinner.

It is our pleasure to submit this Letter of Agreement for the date of Tuesday, May 16, 2023 - Tuesday, May 16, 2023 . Upon the return of this signed Letter of Agreement, the Hallmark Resort will reserve on a definite basis the following meeting accommodations.

**Event Details:**

Date	Start Time	End Time	Function	Room	Set For	Setup Fee	Rental
Tue 05/16/2023	5:00pm	9:00pm	Dinner	Sunset Gallery (Non-ADA Friendly Space)	40	\$250.00 (WAIVED)	\$500.00

**Costs:**

- There will be a 20% service charge added to all food and beverage (subject to change), excluding no-host bars
- It is our understanding that City of Newport Sister City Dinner will provide **\$1,000.00** in food and beverage revenue. Should City of Newport Sister City Dinner fall short of the expected food and beverage revenue, the remaining amount will be charged as a room rental fee plus 20% service charge.
- Should proposed agenda, F&B needs, or set up change after contract is signed, Hotel reserves the right to reevaluate the negotiated charges set, as they are based on these details.
- No-Host bar revenue will not be included in the food and beverage minimum
- Extensive set ups, such as last minute changes, bed removals and extra labor may result in additional set up fees.

**Billing:**

Hosted Event Charges will be billed to the master account and paid by the group before departure

**Deposit:** Your deposit in the amount of \$500.00 is due with this signed Room and Event Agreement on **March 29, 2023**

**Meeting Space:** Additional meeting space may be assigned as needed and/or available. The Hallmark reserves the right to assign meeting/function space based on the final program and attendance. The Hallmark may reassign such meeting/function space which will most appropriately accommodate the group. Hallmark will notify the group prior to reassigning the space.

**LIVE MUSIC:** Live music can be arranged for the D Deck Salons Only. Live music is not allowed in the Sunset Gallery

**Damage Clause:** All displays, banners or exhibits of any kind must conform to the City Code fire ordinance rules. The Hallmark Resort will not permit the affixing of anything to the walls, floors or ceilings of rooms with nails, staples, or any substance unless the Sales & Catering Department gives consent in writing. In the event this is done without our authorization and any damage is suffered, the cost of repair and/or replacement will be billed to the patron.

**Group & Individual Conduct:** The Hallmark requires group and individuals within the group to be considerate of all Hallmark guests and employees in all locations of the facility. This includes Georgie's Beachside Grill. This conduct includes maintaining a publicly acceptable behavior, including, but not limited to refraining from excessive noise, swearing, leaving pets unintended in guest rooms, and overall misconduct. Such damage will be assessed at replacement value and the City of Newport Sister City Dinner will be responsible for assisting in collection of damages, including any collection agency and/or attorney fees. City of Newport Sister City Dinner is required to comply with all requirements from CDC, AHHA, Local and State officials for meeting spaces under COVID-19

The Hallmark Resort, Newport is a non-smoking property, including e-cigarettes. Please instruct all attendees to use our designated smoking areas only. Marijuana use is strictly prohibited on property. Any attendee smoking inside a guestroom or on a guestroom balcony will be subject to a cleaning fee of \$150.00 or higher.

**Food and Beverage:** Please provide 1 contact person to arrange details of this event. This person will work closely with our events team to

assure all details of the event are planned efficiently. Your contact person will also be introduced to the banquet staff upon arrival. Our events team will be in contact with you closer to your arrival date to make final arrangements. Please feel free to contact Randi Sandum at: 1-541-574-6854 or email at [randi@hallmarkinns.com](mailto:randi@hallmarkinns.com). The Chef will prepare 5% over the guaranteed number and charge City of Newport Sister City Dinner for the actual number attending or the guaranteed number, whichever is greater.

**City of Newport Sister City Dinner will have menu choices to the Hallmark 30 days prior to arrival. City of Newport Sister City Dinner must guarantee the number of persons attending all banquet functions at least 72 hours prior to the function.**

**Group Cancellation:** A cancellation of the entire City of Newport Sister City Dinner received after March 29, 2023 will result in the billing of the food and beverage minimum or set up fee, whichever is greater. Should City of Newport Sister City Dinner cancel within 30 days of event date, City of Newport Sister City Dinner will be charged both the food and beverage minimum and the set up fee.

**Force Majeure:** Should events beyond either party's control, such as acts of God, terrorism, war, disease, or government regulation, make it inadvisable or illegal, for either party to fulfill the terms of this contract, this agreement shall be terminated without prejudice.

**Payment:** It is our understanding that City of Newport Sister City Dinner will be paying by **check / credit card**. Please complete attached credit card authorization form/direct bill application and return it along with this Letter of Agreement. Balance will be charged upon departure. Balance will be charged net 30 from date of invoice if paying by Direct Bill or Purchase Order.

**Late Charge:** If any payment required by this Agreement is not paid when due, Hallmark may elect to impose a late charge of 1 ½ % of the overdue payment for each month or portion thereof payment remains past due, to reimburse Hallmark for the costs of collecting the overdue payment. The late charge is due upon demand by Hallmark.

**Responsibilities:** It is the responsibility of Peggy Hawker to instruct and inform arriving guests of the provisions of this contract. Failure to do so may result in disputes which will be resolved in favor of the Hallmark.


**Mandatory Arbitration:** Any controversy or claim arising out of or relating to this Agreement, including the making, performance, or interpretation of this Agreement, shall be settled by arbitration. Unless otherwise agreed, the arbitration shall be conducted in Portland, Oregon by Arbitration Services of Portland, Inc., or a similar service group. The arbitration shall be held before a single arbitrator. Judgment on the arbitrator's award may be entered in any court having jurisdiction.

**Attorney Fees:** If any suit or action is filed, or arbitration is commenced, by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of the suit or action as fixed by the trial court or awarded by the arbitrator, and if any appeal is taken from the decision of the trial court or arbitrator, reasonable attorney fees as fixed by the appellate court, and if any petition on review is taken from the decision of the appellate court, reasonable attorney fees as fixed by the higher court.

**Peggy**, if this Letter of Agreement meets with your approval and you would like to secure the space on a definite basis, please sign and return this Letter of Agreement (along with deposit/credit card auth form) to us by **March 29, 2023**. **If contract is not received by due date, the terms and negotiations set forth in contract may change due to demand and availability.**

Should any changes be made to this Letter of Agreement without prior notice to the hotel, the hotel reserves the right to re-issue this Letter of Agreement with the requested changes. If you have any questions or concerns, please feel free to contact us directly at 541-265-2600.

Thank you again for selecting **The Hallmark Resort in Newport**! On behalf of the entire staff, we look forward to serving you.

Hallmark Resort Newport	City of Newport Sister City Dinner
Randi Sandum	Peggy Hawker
Sales and Catering Manager	<i>Erik Glover</i> <i>Acting City Manager</i>
Signature:	Signature: <i>City of Newport</i>
	
Date:	Date: <i>03-28-2023</i>

# HALLMARK

RESORT NEWPORT

HALLMARK RESORT • 744 S.W. ELIZABETH • NEWPORT, OR 97365  
(541) 265-2800 • RESERVATIONS 1-855-391-2484 • FAX (541) 265-9449

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Hallmark Resort Newport  
Randi Sandum  
Sales and Catering Manager  
Signature: 

Date: 3/29/2023

City of Newport Sister City Dinner

Peggy Hawker

Signature:   

Date: 03-28-2023