



AUTHORIZATION FOR AGREEMENTS, MOUs, OR OTHER DOCUMENTS OBLIGATING THE CITY

All contracts, agreements, grant agreements, memoranda of understanding, or any document obligating the city (with the exception of purchase orders), requires the completion of this form. The City Manager will sign these documents after all other required information and signatures are obtained.

Document: Best Western Catering Agreement Date: 4.25.24
Statement of Purpose: _____

Volunteer appreciation dinner

Department Head Signature: Paul James

Remarks, if any: _____

City Attorney Review and Signature: _____ Date: _____

Other Signatures as Requested by the City Attorney: _____

	Signature	Name/Position	Date:
Budget Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		
Certificate of Insurance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>		
City Council Approval Needed:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Date: _____

After all the above requested information is complete and signatures obtained, return this form, along with the original document to the City Manager for signature. No documents should be executed prior to the City Manager's approval as evidenced by signature of this document.

City Manager Signature: [Signature] Date: 4/25/24

Once all signatures and certificates of insurance have been obtained, return this document, along with the original, fully-executed agreement, MOU, or other document to the City Recorder. A copy of grant agreement and all project funding documents, must be forwarded to the Finance Department for tracking and audit purposes.

City Recorder Signature: _____ Date: _____

Date posted on website: _____



#4987

CATERING ONLY AGREEMENT

DATE OF AGREEMENT:	March 16, 2024	
EVENT DATE:	Wednesday, May 15, 2024	
POSTING NAME OF EVENT:	City of Newport Volunteer Appreciation Dinner	
GROUP/ORGANIZATION:	City of Newport	
ADDRESS:	169 S. Hwy, Newport, OR 97365	
CONTACT: Melanie Nelson	SALES MANAGER:	Michelle Tiernan
TELEPHONE: 541-574-0603	TELEPHONE:	[REDACTED]
E-MAIL: m.nelson@newportoregon.gov	E-MAIL:	[REDACTED]

The above-named group/organization (the Group) and Best Western Plus Agate Beach Inn, enter into this Event Booking Agreement (the Agreement) for the specified Event.

FUNCTION SPACE: Best Western Plus Agate Beach Inn reserves for the Group the following function space. This agenda reflects the precise times reserved for the Group's Event.

Day/Date	Start Time	End Time	Function	Room	Guests	Set-up Charge
Wed 5/15/24	4:00pm	9:30pm	Dinner	Agate Ballroom	200	\$200.00

FOOD & BEVERAGE MINIMUMS: A \$7,000.00 Food & Beverage minimum (not including mandatory service charge) applies to the space outlined above. Once food and beverage functions have been established, they will be detailed on your Banquet Event Orders ("BEO" s) and sent to you by Best Western Plus Agate Beach Inn.

DEPOSIT/PAYMENT INFORMATION: a \$ 2,400.00 deposit is due with contract.

For the Agreement to be considered definite, the deposit must accompany the signed Agreement. This Deposit is non-refundable if the Event is cancelled or postponed for any reason. All deposits must be in the form of an approved/accepted check, credit card, cash, or money order.

Final payment is due to Best Western Plus Agate Beach Inn at the conclusion of the function. Final Payment will encompass all details of the event.

SERVICE CHARGES: The Group agrees Best Western Plus Agate Beach Inn will add and collect a twenty percent (22%) mandatory service charge.

BANQUET POLICIES:

- We require that your final agenda, menu selections and room set specifications be completed and received at least thirty (30) business days prior to your event.
- If for any reason your final, signed BEOs are not received fourteen (14) business days prior to your event, Best Western Plus Agate Beach Inn may, in our sole discretion, make selections for you, and you agree to accept such substitutions.
- The estimate document is meant to assist Group in their budgeting and was meant to be used for estimation purposes only.
- No outside food or beverages shall be brought into Best Western Plus Agate Beach Inn by the Group or attendees at the Event. Best Western Plus Agate Beach Inn prohibits the removal of food and beverages from the property.
- Special dietary requirements for Event attendees are due with signed BEOs fourteen (14) business days before the event.
- A final guarantee of the number of attendees is required by 12:00 p.m. Mountain Time five (5) working days prior to the start date of the Event.

CANCELLATION POLICY: The Group agrees to pay to the Hotel as liquidated damages the amounts set forth in the schedule below, based on the Agreement Minimum, when the following may occur release or cancellation of scheduled Event date(s) after the Agreement has been signed.

Schedule of Liquidated Damages	
Time of Cancellation or Change	Liquidated Damages
89 days prior to 15 days prior	60% of Agreement minimum value
14 days prior to event day	100% of Agreement minimum value or total value on the BEO's/Banquet Checks, whichever is greater

INDEMNIFICATION:

The Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of the Hotel during any time such premises are in use by the Group or the Group's attendees, guests, invitees, employees, or independent contractors employed by the Group, which damage is caused by any of said persons.

To the fullest extent permitted by law, Group agrees to protect, indemnify, defend and hold harmless Best Western Plus Agate Beach Inn and their respective owners, commissioners, directors, officers, managers, partners, subsidiaries, affiliates, employees and agents, from and against any and all claims, losses, or damages to persons or property, governmental charges or fines, penalties, liabilities and costs (including reasonable attorney's fees, including fees of paralegals), and whether by reason of personal injury, death, property damage, or otherwise, in

any way arising out of or relating to the Event that is the subject of this Agreement but only to the extent any such Claim(s) arise out of negligence, gross negligence or intentional misconduct of the Group's employees, agents, contractors, or attendees, or a violation or breach of any of the

terms and conditions of this Agreement by Group or any related act or failure to act by Group, including but not limited to the obligation of compliance with applicable laws or regulations. Nothing in this indemnification shall require the Group to indemnify Best Western Plus Agate Beach Inn. Indemnified Parties for the portion of any Claim arising out of the negligence, gross negligence, or intentional misconduct of Best Western Plus Agate Beach Inn Indemnified Parties. This section shall survive any termination or expiration of this Agreement.

DISPUTE RESOLUTION:

The parties will use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this Agreement by presenting the dispute to senior representatives of Best Western Plus Agate Beach Inn and Group for their discussion and possible resolution in the order set forth herein; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, and /or infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then the dispute will be resolved in State or Federal court in Lincoln County, Oregon. The parties expressly waive the right to a jury trial.

Upon execution hereof by their authorized representatives, Best Western Plus Agate Beach Inn and the Group shall have entered into a legally enforceable agreement. By doing so, the parties' authorized representatives will have confirmed these arrangements to be definite and agrees that the date of the signature.

If another client requests the same function space as provided above for the Event prior to Best Western Plus Agate Beach Inn's receipt of the signed Agreement, the Group will have up to forty-eight (48) hours from the date of notice from Best Western Plus Agate Beach Inn to return the signed Agreement, or the function space for the Event will be released to the other client.

This Agreement is based on the indicated schedule of events and the estimated revenue generated by food, beverage, AV, and venue rental. The agreement is due March 29, 2024.

City of Newport <u>Derrick Tokos</u>	Best Western Plus Agate Beach Inn
Group Representative: <u>Barbara James</u>	Sales Manager: <u>Michelle Tiernan</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
<u>Acting City Manager</u>	
Date Signed: <u>4/25/24</u>	Date Signed: <u>4/25/24</u>