



February 29, 2024

Lauren Haven
Maine County Commissioners Assoc
4 Gabriel Dr. Suite 2
Augusta, ME 04330

Dear Lauren,

We appreciate your interest in the Sugarloaf Mountain Hotel & Conference Center. We are holding the dates you have requested on a tentative basis subject to receiving the enclosed Conference Group Contract.

Event Name Maine County Commissioners Association - 2024

Arrival Date: Tuesday, September 24, 2024

Departure Date: Thursday, September 26, 2024

The Conference Group Contract outlines your requirements, as we currently understand them. Please review this document carefully. If all appears correct, initial at the bottom of each page, sign and date the last page and return the entire document with the advance deposit by **Mar 12, 2024**.

Please make a photocopy for your records. You may note any corrections or changes and we will automatically correct our records. If questions arise, we will contact you to discuss the notations.

Thank you for selecting Sugarloaf for your event. We look forward to working with you and welcoming **Maine County Commissioners Association - 2024**.

Sincerely,

Taylor Jordan
Senior Sales Manager

Enclosure



SUGARLOAF

5092 Access Road, Carrabassett Valley, ME 04947-9799 (800) 643-8231 Fax: (207) 237-3768

GROUP CONTRACT

Date prepared: **February 29, 2024**
 Conference Sales Manager: **Taylor Jordan**

Approval: _____
 Approval Date: _____

GROUP INFORMATION

ACCOUNT: **Maine County Commissioners Assoc**
 POST AS: **Maine County Commissioners Association - 2024**

CONTACT: **Lauren Haven**
Lauren Haven Meeting Coordinator

ADDRESS: 4 Gabriel Dr. Suite 2
 Augusta
 ME 04330

PHONE: (207) 623-4697 /
 EMAIL: lauren.haven@mainecounties.org

DATES REQUESTED

Arrival/Check-In: **Tuesday, September 24, 2024**
 Departure/Check-Out: **Thursday, September 26, 2024**

ROOM & RATE INFORMATION

Sugarloaf - Maine County Commissioners Association - 2024 - USD			
		Tue 9/24/2024	Wed 9/25/2024
Hotel Alcove/Standard	Guestrooms		
	Rate	\$119.00	\$119.00
Hotel Superior / 2 Queen	Guestrooms		
	Rate	\$139.00	\$139.00
Hotel Superior / Queen Bed	Guestrooms		
	Rate	\$129.00	\$129.00
Hotel One Bedroom Suite	Guestrooms		
	Rate	\$279.00	\$279.00

*****No room block – rooms are first come first serve.**

Sugarloaf Mountain Corporation ("Sugarloaf") does not guarantee specific room type availability. Requests will be accommodated based on availability.

Hotel check-in time is after 4:00PM on the day of arrival. **Checkout time is before 11:00AM** on the day of departure. Late check-out fees will apply. Room availability cannot be guaranteed for early arrivals. All efforts will be made; however, to accommodate those guests who arrive early. Luggage storage is available.

All rates are subject to the current Maine State room and lodging tax of 9% and resort charge of 12%.

METHOD OF RESERVATION

Your group has agreed to the following method of reservation:

Rooming List: Reservations made by rooming list must be guaranteed to the master account. A room-block allocation non-refundable deposit of \$500 is required for room block and is due with signed contract. Final payment is calculated based on room block 14 days prior to arrival.

Reservations cancelled before the cut-off date will be subject to a \$50.00 per room administrative fee. Reservations cancelled within 14 days of arrival will be refunded only if the room can be resold, and are subject to a cancellation fee of 50% of the room total or an equivalent to the first nights lodging. No refund for late arrivals, early departures, no-shows, or downgrades.

Individual Call-In deposit and cancellation policies for groups:

We understand that your attendees will be making their own reservations directly with our Reservations Department. To do so, they may call our reservations department at **(866) 865-1019**. Be sure to advise your attendees to refer to the **Maine County Commissioners Association - 2024** group when making their reservations so that they will qualify for the special group rate.

A deposit of 50% will be required at the time the reservation is made. Final payment for individual call-in reservations is due 14 days prior to arrival and will be automatically charged to the credit card on file. To use a different form of payment please call reservations more than 14 days prior to arrival to change payment type.

Upon arrival, a security deposit, in the form of a credit card authorization of \$200, will be taken. The credit card is not charged unless damages are found or there is evidence of smoking in a non-smoking room. No refund for late arrivals, early departures, no-shows, or downgrades

Credit cards accepted are MasterCard, Visa, Discover or American Express.

CUT-OFF DATE

All unreserved portions of the guestroom block will be released on **Aug 25, 2024** unless guaranteed by the host organization. After this date, all rooms that remain in the block revert to Sugarloaf for general resale. Additional rooms for your organization may be reserved only on a space and rate available basis.

CANCELLATION and ATTRITION POLICIES

CANCELLATION POLICY:

If cancellation occurs at any time from the date of receipt of the initial deposit **the initial deposit is non-refundable.**

In the event of an event cancellation occurring 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of an event cancellation occurring 91 to 180 days prior to arrival, liquidated damages in the amount of eighty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of an event cancellation occurring 181 to 365 days prior to arrival, liquidated damages in the amount of seventy percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

In the event of a cancellation occurring between the time of acceptance of this contract and 366 days prior to arrival, liquidated damages in the amount of fifty percent of the "Anticipated Room Night and Banquet Food and Beverage Revenue Figures" will be due, plus applicable taxes and service charges.

The parties agree that the damages suffered by Sugarloaf for cancellation are not easily measured and that the foregoing liquidated damage amounts represent reasonable estimates and are set forth as liquidated damages and not as a penalty. Provided that notifies Sugarloaf of the cancellation, and pays the above liquidated damages, Sugarloaf agrees not to seek additional damage from resulting from to the cancellation.

ROOM BLOCK AND SERVICE COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and Sugarloaf makes financial plans based upon the revenues it expects to achieve from your full performance of the contract. It is impossible for Sugarloaf to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your meeting or as the result of less than contracted room block usage or less than contracted usage of food and beverage functions ("attrition"). In most instances, when groups do not use their contracted room nights or services, Sugarloaf is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized Sugarloaf at another time, are not resold to groups that have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the hotel's rooms and facilities at other times. While your room block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, we agree that in the event of cancellation or attrition which represent a reasonable effort on behalf of Sugarloaf to establish its loss prospectively, shall be due as liquidated damages. Because Sugarloaf reasonably expects to derive revenue from your event above and beyond that revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your event, the amounts due as and for liquidated damages are intended to compensate Sugarloaf for all of its losses associated with cancellation and/or attrition.

ANTICIPATED ROOM NIGHT/BANQUET FOOD & BEVERAGE REVENUE:

At this time, Sugarloaf is holding <0> room nights for your use over the contracted dates, totaling revenues of \$(0). Planned banquet food and beverage revenue is \$(25,471.00) All revenue figures are net and not inclusive of taxes, service charge, resort fee or commissions

EVENT AGENDA

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
Sep 24, 2024	8:00 AM	8:00 PM	General Session	Competition Center - Gondola Room		100	0
Sep 24, 2024	8:00 AM	8:00 PM	General Session	All Base Lodge		175	\$2000
Sep 24, 2024	8:00 AM	8:00 PM	General Session	All Hotel		170	0

Sugarloaf Conference Center offers a full-service event operations team to meet your needs. Detailed room information can be found at:

All planned functions of the group should be arranged at the time of the execution of the contract. Meeting room set-up requirements must be advised at the time of the booking due to limited capacities. Additional function space requests will be accommodated on a space available basis and at a cost to be negotiated upon notification of need.

It is necessary for our Conference Services Office to be in receipt of menu selections and meeting specifications for catered functions no later than four weeks prior to arrival. We require a final guest guarantee number three (3) business days prior to all food and/or beverage functions. Should the Conference Services Office not receive the final requested guarantee, the original contracted amount will be charged. We will prepare for 5% above the minimum guarantee.

Function rooms are assigned based upon the minimum number of people anticipated. We reserve the right to reassign space based on actual attendance.

Sugarloaf is licensed to serve food and beverages. No food or beverages may be brought into the resort for service at this event.

MISCELLANEOUS CHARGES

All food and beverage charges are subject to a 22% resort charge and 8% state sales tax.

Audio/Visual equipment requirements and equipment rental pricing will be reviewed during the coordination phase of the conference planning. Special equipment requests must be made at least seven (7) days prior to the conference.

All boxes sent before the conference must be labeled to the attention of the Conference Services Manager with the recipient's name, group affiliation and event date. A shipping/receiving fee of \$3.00 per box will be charged either to the group's master account or to the individual exhibitor's guest room

for each box received or shipped by the hotel. The hotel cannot receive any materials prior to seven (7) days before arrival. Shipments received before that date, are subject to an additional storage fee of \$5.00 per box.

If your group requires special or additional engineering, we request that you contact the Director of Engineering before beginning work. If the hotel is requested to provide the work, a separate charge may be posted to the master account.

BILLING AND DEPOSIT INFORMATION

	Individual	Master Bill
Room and tax:	x	x
Food & Beverage:		x
Incidentals:	x	x

Deposit:

Transaction Type	Charge Type	Date	Amount
		Balance Due	\$1,000

Deposits are non-refundable and are subject to the terms of the Cancellation and Attrition Policies stated above.

MISCELLANEOUS CONDITIONS

Any alterations of the above contract are subject to availability.

Your group agrees to carry adequate liability and other insurance protecting itself against any claims arising from any activities conducted at the Sugarloaf resort during the contracted event. Sugarloaf will not assume responsibility for damage or loss of any merchandise, printed matter or art placed in the hotel prior to, during or following functions. Maine County Commissioners Assoc will be responsible for obtaining security, if required, in exhibit or meeting areas; arrangements may be made through the Conference Services Office.

The performance of the agreement by either party is subject to acts of God, war, government regulations, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency making it inadvisable, illegal, or impossible to provide the facilities or to hold the contracted event.

Specific details as to registration, rooming of persons attending, accounting, Master Account charges, credit approval, promotional publicity, and other matters will be worked out to the satisfaction of both parties sixty (60) days prior to the contracted event. Any physical alterations to function or sleeping rooms, i.e., tacks in walls or doors, tape, nails, etc., must be cleared with Conference Service Coordinator before use. Any damage will be responsibility of the group along with any charges that are incurred.

Each member of the group will be required to furnish a major credit card and a signed registration card upon check-in. The Sugarloaf reserves the right to terminate any group member's lodging in the event of damage to the Sugarloaf Mountain Hotel & Conference Center's rooms or facilities, or any other disturbing or disruptive behavior.

The Sugarloaf Mountain Hotel & Conference Center does not allow pets of any kind in the hotel, with the exception of service animals that assist those who are physically challenged. There will be a

cleaning charge of \$50.00 per room if an unauthorized pet or the sign of an unauthorized pet is found in any of the rooms booked through this Agreement.

Maine County Commissioners Assoc hereby indemnifies and holds each of Sugarloaf and its parent, affiliates and subsidiaries, CLP Sugarloaf, LLC, the Sugarloaf Mountain Hotel & Conference Center and the individual room owners in the Sugarloaf Mountain Hotel & Conference Center harmless from and against any and all claims, liability, damage or loss arising out of any injury to or death of any person or damage to or loss or destruction of property occurring in, on or about the rooms and facilities in which they are located, from any cause whatsoever except for willful misconduct or gross negligence of Sugarloaf, its agents, employees or sub-contractors.

Both parties hereby represent and warrant that they are legally able to enter into this Agreement and can be bound by the terms and conditions set forth herein. Maine County Commissioners Assoc represents and warrants that it is represented by Lauren Haven as its designated contact person, who is authorized to act for and bind Maine County Commissioners Assoc. Sugarloaf represents and warrants that it is a legally existing corporation and that it has the legal right and authority to bind to this Agreement all rooms and other areas subject to this Agreement.

Sugarloaf covenants and agrees that the rooms rented through this Agreement will be in a clean, rentable condition, the size and quality of which are consistent with rooms inspected by Maine County Commissioners Assoc previously.

Sugarloaf reserves the right to change lodging reservation blocks due to circumstances of owner contracts, maintenance requirements or sale of units. Every effort will be made to find similar lodging accommodations and options will be discussed with Maine County Commissioners Assoc.

All changes to this Agreement must be in writing and must be signed by both parties hereto.

CONTRACT TERMS

To guarantee rates quoted, the availability of sleeping room requested, and all other terms, this contract must be signed and initialed on each page and returned by **March 12, 2024** or Sugarloaf reserves the right to release the guest rooms and function space held.

I hereby accept the above stated terms and conditions, and further warrant that I have authority to sign on behalf of Maine County Commissioners Assoc.

[[SertifiSStamp_1]]

[[SertifiDate_1]]

[[SertifiCompany_1]]

[[SertifiTitle_1]]

[[SertifiSStamp_2]]

[[SertifiDate_2]]

[[SertifiCompany_2]]

[[SertifiTitle_2]]

Bill To:
Lauren Haven
Maine County Commissioners Assoc
4 Gabriel Dr. Suite 2
Augusta
ME 04330
(207) 623-4697
lauren.haven@mainecounties.org

Mail Payment To:
Taylor Jordan
Senior Sales Manager
Sugarloaf
5092 Access Road
Carrabassett, ME 04947-9799
1-800-643-8231 / 207-237-6819

Remittance:	
Customer ID:	