COF Contract No. 2017-0128



Drury Plaza Hotel Nashville Franklin 1874 West McEwen Drive Franklin, TN 37067 Telephone: (615) 771-6778

www.druryhotels.com

HOTEL CONFIRMATION AGREEMENT

Dear Ms. Wright,

Thank you for selecting our Drury Plaza Hotel Nashville Franklin Hotel! We are looking forward to hosting your event and appreciate you entrusting us with your group. In order to guarantee the room rates quoted, the availability of sleeping rooms requested, and all other provisions of this Agreement, this Agreement must be signed and returned to the hotel by **June 30, 2017** or the Hotel reserves the right to release the guest rooms.

The following represents an agreement (the "Agreement") between: Drury Hotels Company, LLC d/b/a **Drury Plaza Hotel Nashville Franklin** ("Hotel") and **City of Franklin Fire Department** ("Group") and outlines specific conditions and services to be provided. This Agreement may only be amended upon mutual written consent of Hotel and Group.

GROUP INFORMATION

Group Name/Post As:

City of Franklin Fire Department

Contact:

Ms. Cindy Wright

Telephone:

615-791-3270

E-Mail: Confirmation Number:

cywright@franklinTN.gov

2310487

SLEEPING ROOMS

Hotel agrees that it will provide 40 room nights in the pattern set forth below:

| Room | 10/1/17 | 10/2/17 | 10/3/17 | 10/4/17 |
|---------------------------------|---------|---------|---------|---------|
| Non-smoking 2 Queen Beds Deluxe | 10 | 10 | 10 | 10 |

ROOM RATES

Hotel room rates quoted below are per room, per night, and subject to prevailing city, county, and state taxes:

| Room | Single Rate | Double Rate | Triple Rate | Quad Rate |
|---------------------------------|-------------|-------------|-------------|-----------|
| Non-smoking 2 Queen Beds Deluxe | 121 | 121 | 121 | 121 |

Proper documentation establishing tax exempt status varies by location and must be provided at least 3 days prior to the Cutoff Date for approval. The Hotel has the final decision of establishing tax exempt status. Rates offered are net non-commissionable.

Group room rates include the following for overnight guests:

- Free Hot Breakfast Start every day with make-your-own Belgian waffles, scrambled eggs, sausage, fresh fruit, oatmeal, biscuits and gravy, KELSO+BROS® coffee and more. Free hot breakfast is served daily from 6–9:30 a.m. on weekdays and 7–10 a.m. on weekends.
- Free Evening Drinks and Snacks* Join us from 5:30-7 p.m. every evening to enjoy free hot food and cold beverages at our 5:30 Kickback®. We feature a rotating menu of hot food, beer, wine, mixed drinks and soft drinks.
- Free Wi-Fi Throughout the Hotel Get the score, check your social networks or email family members from anywhere in the hotel – for free!
- Free Soft Drinks and Popcorn Freshly popped popcorn and a refreshing beverage make a great snack! Stop by the lobby for free soft drinks and popcorn every day from 3–10 p.m.
- On-Site Facilities Take advantage of the business center, fitness center or pool
 while you're away from home. Print your boarding pass, finish a presentation or
 check e-mail in our business centers.

METHOD OF RESERVATIONS

Reservations will be made by: Rooming List.

Rooming Lists should be submitted to your National Sales Coordinator PRIOR to the Cutoff Date. Please fax rooming list to your National Sales Coordinator at (888) 847-8977.

Individual reservations must be cancelled prior to 12:00 p.m. on the confirmed date of arrival in order to avoid a fee equal to one night's room rate plus tax. We require a valid credit card and photo ID to be presented at check in. **Check In Time:** 3:00 p.m. **Check Out Time:** 11:00 a.m. Arrangements may be made for baggage storage with the Hotel's front desk staff.

CUTOFF DATE

Reservations by attendees must be received on or before **Wednesday**, **August 30**, **2017** (the "Cutoff Date"). After the Cutoff Date, Hotel will release the unreserved rooms for general sale. Reservations received after the Cutoff Date will be confirmed on a space-available basis at prevailing rates.

Group understands and acknowledges that this Agreement is for sleeping rooms only and does not include any meeting space and/or food and beverage services.

^{*}Service of alcohol is subject to state and local law. Alcoholic beverages are not complimentary and require a nominal charge at the following hotels due to state and local laws: Drury Inn Bowling Green, Drury Suites Paducah, Drury Inn Paducah, Drury Inn & Suites Louisville East, Drury Inn & Suites Louisville North and Drury Plaza Hotel Downtown Pittsburgh.

BILLING ARRANGEMENTS

The following billing arrangements apply: Room and Tax Only to Master Folio

For any charges billed to the Master Account, payment must be made upon arrival at Hotel. You must also provide a valid credit card at time of booking, unless credit satisfactory to the Hotel has been established. A signed Credit Card Authorization Form (attached hereto as Attachment #1) is required upon submission of this Agreement. Your credit card provided at time of booking will be charged for meeting space, sleeping rooms, and if Cancellation Fees or Attrition Fees are assessed.

Should you wish to establish credit with the Hotel, you must complete, sign and submit a direct bill application form at least thirty (30) days prior to your Group's arrival at Hotel. Credit is subject to Hotel's approval and restrictions apply. Payment of any invoice, if credit is extended, is due and payable upon receipt of invoice.

Hotel may terminate the room block if the Group fails to comply with any advance deposit or prepayment requests, whether or not specified in this Agreement.

SECURITY

Any and all security must be arranged through your National Sales Coordinator no later than fourteen (14) days prior to arrival. Hotel will contract with a licensed, bonded security service provider if your Group requires security services during its stay. The Group is not permitted to contract with or retain any other private security service provider to provide services on Hotel's premises during Group's stay.

CANCELLATION

If the Group cancels the event the Group will be subject to a Cancellation Fee. The parties agree that the Cancellation Fee will be calculated as a percentage of Lost Revenue in accordance with the following scale. You must notify your National Sales Coordinator to cancel your Group room block. A cancellation confirmation will be sent upon request.

Cancellation Fee: % of Lost Revenue plus applicable taxes

| More Than 90 Days Prior to Arrival | 0% |
|------------------------------------|-----|
| 61 - 90 Days Prior to Arrival | 25% |
| 31 - 60 Days Prior to Arrival | 50% |
| 30 Days or Less Prior to Arrival | 75% |

There shall be no right of termination for the sole purpose of holding the same event in another city or at another facility in the same city, or for the sole purpose of booking another organization into the Hotel.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, terrorism, civil disorder, disaster (including but not limited to fire, flood, severe weather, and earthquake), strikes or work stoppages, curtailment of transportation facilities or any other situation making it illegal, impossible or commercially impracticable to provide the guest rooms or to hold the event. Either party upon written notice for any one or more of the foregoing reasons may terminate this Agreement without liability or damages.

CONDITIONS OF AGREEMENT

Liability: Neither the Group nor any of its members or guests shall use any guest room, meeting space or any other part of Hotel for any activity that is illegal or prohibited under any applicable law, rule or regulation. The Group shall be liable for any damages to Hotel caused by any of its members or guests. Further, the Group shall indemnify, defend and hold harmless Hotel and Hotel's employees from and against any and all such losses, damages and claims that are the result of the negligence, fraud or intentional misconduct of the Group or its members and/or guests, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Hotel or its employees.

Subject to the limitations on innkeeper's liability under applicable law, Hotel shall indemnify, defend and hold harmless the Group and its members and/or guests from and against any losses, liabilities, claims or damages that are the result of the negligence, fraud or intentional misconduct of Hotel or any of Hotel's employees related to the Group's activities at Hotel, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Group, its employees and/or members. Subject to the foregoing, Hotel shall have no liability whatsoever for any samples, displays, property or personal effects brought to Hotel by the Group or its members and/or guests. Hotel reserves the right to inspect and control all private functions. Hotel does not assume responsibility for personal property or equipment brought into the meeting rooms regardless of whether personnel from the Group or Hotel secured those rooms.

Governance: Missouri law shall govern this Agreement. Each party irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts located in the City of the exclusive jurisdiction of the state and federal courts located in the State of Missouri, and (ii) waives any objection thereto. This Agreement and the attached signed Credit Card Authorization Form are the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications, and may only be supplemented or changed in writing, signed by a representative of the Group and Hotel's authorized agent. In the event of litigation arising from or associated with this Agreement, the parties agree that the prevailing party therein shall recover its reasonable attorney's fees and costs incurred therein. Notwithstanding the preceding sentence, should collection action be required, in the sole discretion of Hotel, the Group will be obligated to pay the costs of that collection action, including reasonable attorney's fees. This Agreement may be executed and delivered by facsimile signature or electronic transmission (PDF file), and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It is expressly agreed that no failure or delay by any party hereunder in exercising any right, power of privilege under this Agreement shall operate as a waiver of the exercise of such right,

power or privilege.

Intellectual Property: Group agrees not to use Hotel's name, logo, mark, image or any other representation of Hotel without first receiving written authorization from Hotel to do so. Group is to provide Hotel with written application for such use, along with examples of such usage. Hotel will respond in writing to such request within 14 days of receipt of such request.

Conflict of Interest; Fraudulent Conduct; Fraud Hotline: Hotel takes conflicts of interests and fraud claims seriously. Any third party (vendor, supplier, contractor, business partner, or agent), who becomes aware of a violation or potential violation of any law, or any fraudulent or potentially fraudulent conduct, is expected to report the same immediately. Hotel has established a 'Hotline' to ensure that persons can report fraud free of charge, using different options. Anyone with information regarding fraud or other corrupt practices against Hotel or involving Hotel staff, non-staff personnel, vendors, implementing partners and responsible parties, is strongly encouraged to report this information through the Fraud Hotline. The Fraud Hotline will protect confidentiality and can be directly accessed in different ways:

- Telephone number 1-800-436-1112
- Email: fraudhotline@druryhotels.com

ACCEPTANCE OF AGREEMENT

Any changes in room blocks must be submitted in writing to the National Sales Coordinator at least two weeks prior to arrival and may result in a re-evaluation and change in room rates.

Please return the signed Agreement to Drury Hotels Company, LLC, Group Sales Office, ATTN: Clea Whitchurch 721 Emerson Road, Suite 400, St. Louis, MO 63141 or fax to (888) 847-8977.

On behalf of the Group, I hereby accept the above provisions and further warrant that I have authority to sign on behalf of City of Franklin Fire Department. A facsimile or photocopy signature on this Agreement, any amendment or any notice delivered from one party to the other shall have the same effect as an original signature.

| Approved and authorized by the Group: | | |
|---------------------------------------|------------|------------------|
| Approved and authorized by Hotel: | Print Name | 8-4-2017 Date |

Print Name

Date

City of Franklin Fire Department

National Sales Coordinator

Arrival Date: 10/01/2017

Clea Whitchurch

Ms. Cindy Wright

Drury Plaza Hotel Nashville Franklin

Reviewed and approved, as revised, by Dury Hotels Company, LLE's Legal Dept.: Donattunter 8/22/17

721 Emerson Road Suite 400 St. Louis, MO 63141

Attachment #1: Credit Card Authorization Form

Please fill out the entire form. Only completed forms will be processed.

| authorize payment and agree to pay for the following charges associated with the upcoming stay by the Group: Room Charges and all applicable taxes, if valid payment is not paid within the time period set forth in the Hotel Confirmation Agreement signed by the Hotel and Group ("Agreement"), attached to this Credit Card Authorization Form and incorporated herein. Any attrition and/or cancellation fees payable by Group for failure to fill or for cancellation of the contracted Group room block as set forth in the Agreement, attached to this Credit Card Authorization Form and incorporated herein. Guest Pantry, if available Dry Cleaning Other (please specify others is a parking at select leasting) |
|--|
| Other (please specify other; i.e., parking at select locations): |
| for the named Group identified as Agreement at the Hotel known |
| Cardholder's Signature Locky Gayous |
| Cardholder's name as it appears on the credit card (please print): Rocky Garzarek |
| Indicate Card Type □ American Express □ Discover Visa □ MasterCard □ Diners Club International |
| Enter ONLY the last four digits of credit card number 1269 |
| Cardholder's Phone Number 615-791-3270 |
| Cardholder's Billing Address 109 3rd Ave., South |
| Cardholder's City / State / Zip Franklin, TN 37064 |
| This Authorization is part of Agreement between the parties, as indicated above, and may only be supplemented or changed in writing. There are no restrictions or conditions on this Authorization, and may only be supplemented or |

changed in writing. There are no restrictions or conditions on this Authorization unless otherwise written above.

Please fax completed form to (888) 847-8977

CDF Contract No. 2017-0128



Drury Plaza Hotel Nashville Franklin 1874 West McEwen Drive Franklin, TN 37067 Telephone: (615) 771-6778 www.druryhotels.com

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The following represents an agreement (the "Agreement") between: Drury Hotels Company, LLC d/b/a Drury Plaza Hotel Nashville Franklin ("Hotel") and City of Franklin Fire Department ("Group") and outlines specific conditions and services to be provided. This Agreement may only be amended upon mutual written consent of Hotel and Group.

GROUP INFORMATION

Group Name/Post As:

Confirmation Number:

City of Franklin Fire Department Ms. Cindy Wright

Contact: Telephone:

615-791-3270

E-Mail:

cywright@franklinTN.gov

2310495

SLEEPING ROOMS

Hotel agrees that it will provide 40 room nights in the pattern set forth below:

| Room | 10/8/17 | 10/9/17 | 10/10/17 | 10/11/17 |
|---------------------------------|---------|---------|----------|----------|
| Non-smoking 2 Queen Beds Deluxe | 10 | 10 | 10 | 10 |

ROOM RATES

Hotel room rates quoted below are per room, per night, and subject to prevailing city, county, and state taxes:

| Room | Single Rate | Double Rate | Triple Rate | Quad Rate |
|---------------------------------|-------------|-------------|-------------|-----------|
| Non-smoking 2 Queen Beds Deluxe | 121 | 121 | 121 | 121 |

Proper documentation establishing tax exempt status varies by location and must be provided at least 3 days prior to the Cutoff Date for approval. The Hotel has the final decision of establishing tax exempt status. Rates offered are net non-commissionable.

Group room rates include the following for overnight guests:

- Free Hot Breakfast Start every day with make-your-own Belgian waffles, scrambled eggs, sausage, fresh fruit, oatmeal, biscuits and gravy, KELSO+BROS® coffee and more. Free hot breakfast is served daily from 6–9:30 a.m. on weekdays and 7–10 a.m. on weekends.
- Free Evening Drinks and Snacks* Join us from 5:30–7 p.m. every evening to enjoy free hot food and cold beverages at our 5:30 Kickback®. We feature a rotating menu of hot food, beer, wine, mixed drinks and soft drinks.
- Free Wi-Fi Throughout the Hotel Get the score, check your social networks or email family members from anywhere in the hotel – for free!
- Free Soft Drinks and Popcorn Freshly popped popcorn and a refreshing beverage make a great snack! Stop by the lobby for free soft drinks and popcorn every day from 3–10 p.m.
- On-Site Facilities Take advantage of the business center, fitness center or pool
 while you're away from home. Print your boarding pass, finish a presentation or
 check e-mail in our business centers.

METHOD OF RESERVATIONS

Reservations will be made by: Rooming List.

Rooming Lists should be submitted to your National Sales Coordinator PRIOR to the Cutoff Date. Please fax rooming list to your National Sales Coordinator at (888) 847-8977.

Individual reservations must be cancelled prior to 12:00 p.m. on the confirmed date of arrival in order to avoid a fee equal to one night's room rate plus tax. We require a valid credit card and photo ID to be presented at check in. **Check In Time:** 3:00 p.m. **Check Out Time:** 11:00 a.m. Arrangements may be made for baggage storage with the Hotel's front desk staff.

CUTOFF DATE

Reservations by attendees must be received on or before **Wednesday**, **September 06**, **2017** (the "Cutoff Date"). After the Cutoff Date, Hotel will release the unreserved rooms for general sale. Reservations received after the Cutoff Date will be confirmed on a space-available basis at prevailing rates.

Group understands and acknowledges that this Agreement is for sleeping rooms only and does not include any meeting space and/or food and beverage services.

^{*}Service of alcohol is subject to state and local law. Alcoholic beverages are not complimentary and require a nominal charge at the following hotels due to state and local laws: Drury Inn Bowling Green, Drury Suites Paducah, Drury Inn Paducah, Drury Inn & Suites Louisville East, Drury Inn & Suites Louisville North and Drury Plaza Hotel Downtown Pittsburgh.

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Cancellation Fee: % of Lost Revenue plus applicable taxes

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|------------------------------------|-----|
| 61 - 90 Days Prìor to Arrival | 25% |
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| 30 Days or Less Prior to Arrival | 75% |

There shall be no right of termination for the sole purpose of holding the same event in another city or at another facility in the same city, or for the sole purpose of booking another organization into the Hotel.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, war, terrorism, civil disorder, disaster (including but not limited to fire, flood, severe weather, and earthquake), strikes or work stoppages, curtailment of transportation facilities or any other situation making it illegal, impossible or commercially impracticable to provide the guest rooms or to hold the event. Either party upon written notice for any one or more of the foregoing reasons may terminate this Agreement without liability or damages.

CONDITIONS OF AGREEMENT

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Subject to the limitations on innkeeper's liability under applicable law, Hotel shall indemnify, defend and hold harmless the Group and its members and/or guests from and against any losses, liabilities, claims or damages that are the result of the negligence, fraud or intentional misconduct of Hotel or any of Hotel's employees related to the Group's activities at Hotel, except to the extent and percentage attributable to the negligence, fraud or intentional misconduct of Group, its employees and/or members. Subject to the foregoing, Hotel shall have no liability whatsoever for any samples, displays, property or personal effects brought to Hotel by the Group or its members and/or guests. Hotel reserves the right to inspect and control all private functions. Hotel does not assume responsibility for personal property or equipment brought into the meeting rooms regardless of whether personnel from the Group or Hotel secured those rooms.

TN

Governance: Missouri law shall govern this Agreement. Each party irrevocably (i) submits to the exclusive jurisdiction of the state and federal courts located in the State of Missouri, and (ii) waives any objection thereto. This Agreement and the attached signed Credit Card Authorization Form are the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications, and may only be supplemented or changed in writing, signed by a representative of the Group and Hotel's authorized agent. In the event of litigation arising from or associated with this Agreement, the parties agree that the prevailing party therein shall recover its reasonable attorney's fees and costs incurred therein. Notwithstanding the preceding sentence, should collection action be required, in the sole discretion of Hotel, the Group will be obligated to pay the costs of that collection action, including reasonable attorney's fees. This Agreement may be executed and delivered by facsimile signature or electronic transmission (PDF file), and in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. It is expressly agreed that no failure or delay by any party hereunder in exercising any right, power of privilege under this Agreement shall operate as a waiver of the exercise of such right,

power or privilege.

Intellectual Property: Group agrees not to use Hotel's name, logo, mark, image or any other representation of Hotel without first receiving written authorization from Hotel to do so. Group is to provide Hotel with written application for such use, along with examples of such usage. Hotel will respond in writing to such request within 14 days of receipt of such request.

Conflict of Interest; Fraudulent Conduct; Fraud Hotline: Hotel takes conflicts of interests and fraud claims seriously. Any third party (vendor, supplier, contractor, business partner, or agent), who becomes aware of a violation or potential violation of any law, or any fraudulent or potentially fraudulent conduct, is expected to report the same immediately. Hotel has established a 'Hotline' to ensure that persons can report fraud free of charge, using different options. Anyone with information regarding fraud or other corrupt practices against Hotel or involving Hotel staff, non-staff personnel, vendors, implementing partners and responsible parties, is strongly encouraged to report this information through the Fraud Hotline. The Fraud Hotline will protect confidentiality and can be directly accessed in different ways:

- Telephone number 1-800-436-1112
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ACCEPTANCE OF AGREEMENT

Any changes in room blocks must be submitted in writing to the National Sales Coordinator at least two weeks prior to arrival and may result in a re-evaluation and change in room rates.

Please return the signed Agreement to Drury Hotels Company, LLC, Group Sales Office, ATTN: Clea Whitchurch 721 Emerson Road, Suite 400, St. Louis, MO 63141 or fax to (888) 847-8977.

On behalf of the Group, I hereby accept the above provisions and further warrant that I have authority to sign on behalf of City of Franklin Fire Department. A facsimile or photocopy signature on this Agreement, any amendment or any notice delivered from one party to the other shall have the same effect as an original signature.

SIGNATURES

Approved and authorized by the Group:

| Ms. Clindy Wright Eric Styckey | Eric S. Stuckey | 8-4-2017 |
|---|-----------------|----------|
| Approved and authorized by Hotel: | Print Name | Date |
| Clea Whitchurch National Sales Coordinator | Print Name | Date |

City of Franklin Fire Department Ms. Cindy Wright Arrival Date: 10/08/2017

Drury Plaza Hotel Nashville Franklin

Reviewed and approved, as verised, by Drung Hotels Company, LIC's Legal Dept.: Daraltfunter 8/22/17

721 Emerson Road Suite 400 St. Louis, MO 63141

Attachment #1: Credit Card Authorization Form

Please fill out the entire form. Only completed forms will be processed.

| authorize payment and agree to pay for the following charges associated with the upcoming stay by the Group: |
|--|
| Room Charges and all applicable taxes, if valid payment is not paid within the time period set forth in the Hotel Confirmation Agreement signed by the Hotel and Group ("Agreement"), attached to this Credit Card |
| Authorization Form and incorporated herein. |
| Any attrition and/or cancellation fees payable by Group for failure to fill or for cancellation of the |
| contracted Group room block as set forth in the Agreement, attached to this Credit Card Authorization Form |
| and incorporated nerein. |
| ☐ Guest Pantry, if available ☐ Dry Cleaning |
| Other (please specify other; i.e., parking at select locations): |
| |
| for the named Group identified as City of Franklin Fice Secret menting the |
| Agreement at the Hotel known as Drury Hotel and located at |
| on October 8 I certify that I am the cardholder of the credit card identified |
| below and am authorized to bind the Group to pay for the charges set forth above. |
| |
| Cardholder's Signature Kochy Changesels |
| Cardholder's name as it appears on the gradit gord (places with) |
| Cardholder's name as it appears on the credit card (please print): Rocky Garzarel |
| Indicate Card Type ☐ American Express ☐ Discover 📈 Visa ☐ MasterCard ☐ Diners Club International |
| MasterCard Diners Club International |
| Enter ONLY the last four digits of credit card number |
| Cardholder's Phone Number <u>615-791-3270</u> |
| Cardholder's Billing Address 109 3rd Ave. South |
| |
| Cardholder's City / State / Zip Kanklin, TN 37064 |

changed in writing. There are no restrictions or conditions on this Authorization unless otherwise written above.

Please fax completed form to (888) 847-8977



GOVERNMENT CERTIFICATE OF EXEMPTION TENNESSEE SALES OR USE TAX

TO: Vendor's Name Drwry HOTE

Franklin, TN 37667 Vendor's Address

The undersigned hereby certifies that the purchases of tangible personal property or services being made on this certificate of exemption are being made by the State of Tennessee, or a county or municipality within the State of Tennessee, or the Federal Government, or an agency thereof and are for the use of the government or agency.

The undersigned further certifies that the said government or agency is making the purchase direct from the above named vendor, will obtain title or has title to the property immediately when it is delivered, and will use public funds to pay directly to the above named vendor for the tangible personal property or services obtained upon this certificate of exemption.

Name of government or agency CITY OF FRANKLIN, 109 3RD AVE. S. FRANKLIN, TN 37064

State Salps & Use Exemption#: 265002302 Federal ID#628000290 Signed: 2:

Title: City Administration

RV-F1301301

INTERNET (2-08)