



**A CONTRACT BETWEEN THE PEABODY MEMPHIS
and
City of Columbia, Missouri
through the Columbia Police Department**

September 21, 2022

Ms. Beth Ellison
Columbia Missouri Police Department
600 East Walnut Street
Columbia, MO 65201

**RE: Columbia Community Empowerment Tour
Tuesday, November 15, 2022 - Thursday, November 17, 2022**

The Peabody Memphis is pleased to provide the following outlined arrangements on a tentative basis. Upon receiving this signed contract no later than **Friday, October 7, 2022**, your arrangements will be considered definite and all other groups requesting these arrangements will be denied. In the event we do not receive the contract by the date above, the rooms and space will be released. Should we be approached by another group prior to this date, you will have a 72-hour first right of refusal to confirm these arrangements on a definite basis or release the space.

ACCOMMODATIONS, DATES, AND RATES

Upon receipt of this signed contract, the Hotel will reserve on a definite basis the following dates and sleeping room accommodations. Your negotiated and confirmed group rates are as follows:

ROOM TYPE	TUESDAY	WEDNESDAY
	11-15-22	11-16-22
Run of House		
Single	\$123.00	\$123.00
Double	\$123.00	\$123.00
Triple	\$143.00	\$143.00
Quad	\$163.00	\$163.00
Total	30	30

TOTAL ROOM NIGHTS: 60

The Peabody Memphis will hold the above block of run-of-house rooms for the Group's use. Unless specific room types are indicated in this Agreement, The Peabody Memphis does not guarantee room type or that rooms will be in proximity to each other.

TAXES

All guest room rates are subject to applicable taxes, a Tourism District Improvement (TDI) Fee and the Peabody's Hotel Service Fee. The Hotel Occupancy Tax is 8.5%. The State Sales Tax is 9.75% and the City Tourism Tax is 5% + a flat \$2.00 TDI fee per night. The Hotel Service Fee (HSF) is \$13.95 per room, per night (not taxed). All taxes, fees and service charges are current and subject to change. The HSF entitles all guests to wireless internet access in guest rooms and hotel lobby, unlimited local phone and 800 number calls, complimentary use of the Health Club, morning newspaper, overnight shoeshine, and coffee and tea service in the Deli each morning during designated hours. **The Hotel Service Fee has been waived for your group.**

COMMISSION

These net and non-commissionable rates are subject to applicable taxes. Please note that should a third-party agent become involved, The Peabody Memphis reserves the right to renegotiate these established rates to provide for commissions or other forms of consideration.

GUEST ROOM ATTRITION

Hotel is relying on, and Group agrees to use **60** guest room nights. If the Group's actual (consumed) usage is less than 80% of the total originally agreed upon guestroom block commitment, the following formula will apply as liquidated damages:

The actual number of guestrooms under 80% not consumed will be charged at your contracted run-of-house guestroom rate **(48)**

No-Shows (defined as first night's room and tax) collected will be included in calculation of attrition.

If the Hotel reaches one hundred percent (100%) occupancy on any of the above nights, attrition on that date will not apply. This will be determined after your departure.

CUT-OFF DATE

Your rooms will be held up to, but no later than **Wednesday, October 26, 2022, at 5:00 p.m.** At that time, we will release any unused portion of the room block, however, will continue to accept reservations based upon our room and rate availability.

CHECK-IN/CHECK-OUT

The hotel check-in time begins at 4:00 p.m., and check-out time is 11:00 a.m. Room assignments prior to that time are based on availability.

RESERVATION PROCEDURES

You have chosen the following as your primary method for reservations.

Rooming List: Please use an Excel based format to create your rooming list. This format or something similar will make the loading process easier. By utilizing this format, we will be able

to automatically upload the reservations directly into our system eliminating re-keying errors. Reservation acknowledgement emails are processed for your guests in a timely manner.

GUARANTEED RESERVATION

The Peabody Memphis requires that a guarantee must be submitted at the time the rooming list is submitted; please see Payment Policy section for further information. This may be provided by either a deposit equal to the first night's room and tax or a credit card. If the deposit or credit card is not submitted with the reservation, the hotel will not guarantee that the reservation will be held.

If an individual reservation is cancelled seventy-two (72) hours prior to arrival, the deposit is refundable. If an individual reservation is cancelled within seventy-one (71) hours of the arrival date or the guest fails to check in on the arrival date, the credit card will be charged for the first night's room and tax or the deposit will be forfeited.

PARKING

Currently self-parking for registered guests is \$24.00 per day and \$33.00 for valet parking, plus 9.75% Sales Tax and a 5% City Tourism Tax. Hourly rates apply to non-registered guests. These prices are current and are subject to change.

SMOKING POLICY

The Peabody is a smoke-free hotel. This includes all guest rooms and public space. There will be a \$300 cleaning fee if smoking occurs in our guest rooms.

PROGRAM

The following is an outline of the meeting and banquet space we have blocked for your function. Any changes will be accommodated on a space-available basis.

DATE	TIME	EVENT	FUNCTION SPACE	SETUP STYLE	ATT.	RENTAL REV.
Thursday 11-17-22	09:00 AM-11:00 AM	Meeting	Lansdowne Room	Classroom 3 per 8'	35	\$300.00

Based on your guest rooms and meeting space requirements, there will be a total meeting room fee of **\$300.00**. All room rental charges are subject to sales taxes, service charges and fees as outlined within the contract and prescribed by state law. All applicable service charges, fees and sales taxes are subject to change and will be added to room rental charges. Current Sales Tax is 9.75%, City Tourism Tax is 5% and Service Charge is 22%.

Please be advised that a charge may apply if there is a substantial increase in original meeting space requirements as outlined in this contract. If the space requirement increases substantially over the original space blocked, a rental fee may be charged based on published meeting room rental charges in effect at the time of your function.

Menu selections as well as final arrangements are to be finalized a minimum of three weeks prior to your event(s) and are subject to conditions described herein. Menu prices are guaranteed no earlier than 90 days prior to your event. Currently, a 22% taxable Service Charge, 9.75% Sales Tax and 5%

City Tourism will be added to all food and beverage sales. All taxes and service charges are subject to change.

Any substantial change in rooms set-up less than two (2) hours in advance of your event(s), which results in an actual room change, may be subject to a \$200 labor fee.

The Peabody Memphis does not accept liability for any lost or damaged items left in function rooms regardless if those rooms are secured by personnel from your organization or our hotel. Function rooms are assigned by the number of people anticipated and may change if in the best interest of the hotel.

The Peabody reserves the right to re-designate room assignments based on business demands.

APPLICABLE CHARGES

The Hotel shall establish a Master Account for the Group for those charges set forth herein which are to be paid by Group and for any other charges specifically authorized by the Group. Attrition and cancellation charges will be billed to the Master Account.

Please check the charges that will be placed on your Master Account for payment by your organization for charges other than specified attrition and cancellation.

1. All charges to include but not limited to room, tax, HSF, outlets, spa, shops and optional room upgrades
2. Banquet/AV/meeting charges, guest rooms/tax/HSF only (guests pay own incidentals)
3. Banquet/AV/meeting charges only
4. Guest room/tax/HSF only (guests pay own incidentals)
5. Individuals pay own guest room/tax/HSF and incidentals

PAYMENT POLICIES

DIRECT BILL

If you choose to apply for direct billing, the Hotel requires the completion of our credit application at least three months prior to the Group's arrival. Once credit reference history and bank information are confirmed and approved an account will be set up for your group. Your Conference Manager will provide you with your account number.

A fifty percent (50%) deposit is required thirty (30) days prior to the groups' arrival for your Group's estimated account charges to include, but not limited to food & beverage, guest rooms and AV charges, service charge and tax.

If direct billing privileges are approved, after the event concludes, the undisputed balance of the account is payable upon receipt, with the unpaid balance delinquent thirty (30) days after billing and subject to a 1 1/2% service charge per month.

If your group has met with us in the past and had established billing, but has not met with us within a year, a credit application will need to be completed to update our records.

**The Hotel reserves the right to provide, in confidence, Hotel Credit Association with all billing and payment information regarding the master account if credit is established for this event.

PAYMENT IN ADVANCE

In the event direct billing is not approved, or should you choose to pay by credit card, fifty percent (50%) deposit is required thirty (30) days prior to the group's arrival for the estimated Master account charges to include, but not limited to food and beverage, guest rooms and AV charges, service charge and tax. The remaining fifty percent (50%) of all estimated master account charges will be due 2 weeks (14 days) prior to the event date.

CREDIT CARD

The credit card authorization must be completed in full and returned with the signed contract if you choose to pay by credit card or if direct billing privileges are denied. The credit card authorization will be a separate attachment to this contract and should be faxed or scanned back to the appropriate Secure address located at the top of the form.

A fifty percent (50%) deposit is required for the estimated food and beverage charges, service charge and tax for all planned events and the first night's room & tax for any guestrooms that are to be master billed. The deposit is due thirty (30) days prior to the group arrival with any remaining balance charged at the conclusion of the event. If booked within 30 days of arrival, the deposit as outlined is due with the signed contract. Total estimated charges, less deposits paid, will be pre-authorized five business days prior to Group arrival.

CANCELLATION

In the event of cancellation of this entire contract, the Hotel will suffer damages that will be difficult to quantify. The parties agree that the liquidated damages set forth below represent a reasonable approximation of the damages that the Hotel will suffer as a result of the cancellation.

To maintain the best possible relationship, The Peabody provides the following scale which limits the financial liability of your organization.

- 1) Cancellation within three months from arrival date 100% liquidated damages \$7,380.00

This cancellation liquidated damages percentage is payable upon demand to The Peabody Memphis.

Food and Beverage events will be subject to the following:

In the event full event cancellation occurs during the period thirty (30) days to seven (7) days prior to scheduled event time, **City of Columbia, Missouri through the Columbia Police Department** will be assessed liquidated damages equal to fifty percent (50%) of the anticipated food and beverage revenue based on the prevailing banquet prices for that event.

In the event cancellation occurs inside seven days (7) days prior to scheduled event time, **City of Columbia, Missouri through the Columbia Police Department** will be assessed liquidated damages equal to one hundred percent (100%) of the anticipated food and beverage revenue based on the prevailing banquet prices for those events.

Any cancellation must be submitted to the hotel in writing and receipt thereof acknowledged by the hotel.

BUSINESS CENTER SERVICES

A FedEx Office is located in the lobby of The Peabody Memphis and is open seven days a week to provide shipping, receiving, printing, office equipment and supplies to our groups. In addition, the FedEx Office location serves as the hotel business center on a 24-hour per day basis through the use of your room key to access computer and copying services when the need arises. When using the business center, the machines will take credit cards to operate.

PACKAGE/BOX HANDLING

The Peabody offers package and box handling (incoming and outgoing) for our guests and groups at a nominal fee. Packages should arrive at the hotel no more than three days prior to the guest or group's arrival date. The Peabody has limited storage space. **EXHIBITOR AND/OR TRADE SHOW SHIPMENTS MUST BE SENT THROUGH A DRAYAGE COMPANY.** Your hotel contact will assist you with names of local drayage companies.

GUEST DELIVERIES

The Peabody is pleased to offer amenity choices to our guests. An amenity list is available through Room Service, Guest Services and the Sales and Catering Office.

Peabody amenities purchased and delivered by Room Service:

Purchase price of item plus twenty-three (23%) Service Charge per item

For groups that bring in amenities from an outside source, The Peabody will be happy to deliver these gifts to your guests. Fees for this service are as follows:

- \$4.00 per item
- \$1.00 each additional item with same delivery
- Guest pick-up of amenity from Bell Stand or Front Desk - \$2.00 per item
- Amenity deliveries are made after daily check-in at 4:00 p.m.

HOSPITALITY SUITE/ALCOHOLIC BEVERAGES

Considering the historic status and furnishings of The Peabody Memphis Hotel, all hospitality functions in suites must be approved in advance. Due to legal regulations, local liquor and health laws and hotel policy, no alcoholic beverages or food may be brought into the hotel. All legal regulations, such as serving times, etc., will be enforced.

EVENT TECHNOLOGY

Encore is the exclusive onsite event technology provider at The Peabody Memphis.

To contact the Encore team, please call Shauna Giles at (901) 261-4402 or email at Shauna.Giles@encoreglobal.com. You can also view at our website at <https://encoreglobal.com>

FAXES

For your convenience, listed below are fax numbers for your use:

SALES OFFICE:	901 529-3677
HOTEL RESERVATIONS:	901 529-3646
HOTEL GUESTS:	901 529-3600

Please utilize the hotel guest fax number to ensure immediate delivery to the guest.

CONVENTION/MEETING SERVICES DEPARTMENT

Upon the completion of all definite bookings, our Conference Management Department will contact you to begin the proper coordination of the details pertinent to your successful meeting. This includes food and beverage arrangements, program provisions, room set-ups, V.I.P. accommodations and any payment requirements.

DESTINATION MANAGEMENT

As the preferred destination management company (DMC) of The Peabody Memphis, LEO Events is the only accredited DMC in the city and has been exceptionally servicing our clients since 2002. As your local partner, LEO's services, creativity, and attention to detail – matched with your vision and goals – mean limitless possibilities. This award-winning company's services include offsite events, group dining, transportation and logistics including airport meet and greet, total event production, team-building activities, group tours, live entertainment, décor and much more. Specializing in putting your specific need first, LEO Events will customize any event to meet your goals with CMP and DMCP certified staff. For questions or inquiries, please contact Kasey Hunter, Manager of Event Sales, at (901) 766-1836 or khunter@leoevents.com or visit www.leo Destinations.com.

LIABILITY

To the extent allowed by law, and provided nothing contained herein shall be deemed a waiver of any governmental immunities, Customer agrees to be responsible for any damages done to the function room or any other part of the hotel by the customer, their guests, invitees, employees, independent contractor or other agents under the customer's control. Nothing shall be posted on, nailed, screwed or otherwise attached to columns, walls, floors or other parts of the building or furniture. Anything in connection therewith necessary or proper for the protection of the building's equipment or furniture will be at your expense.

GOVERNING LAW

The terms of this agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

The Peabody is a historic property and will make reasonable accommodations to comply with the provisions set forth in the Americans with Disabilities Act (ADA).

IMPOSSIBILITY

Neither party shall have the right to cancel its obligations under this agreement except as provided below:

The performance of this agreement is subject to the possibility of delivery less occurrences out of the hotel's control, which could not reasonably have been foreseen at the time of entering into this agreement, such as acts of God, war, government (international, federal, state, or local) regulations/mandates/executive orders, disasters, strikes (except those involving the employees or agents of the party seeking the protection of this clause), epidemics, pandemics, acts of terrorism, civil disorder or curtailment of transportation facilities – to the extent, and only to that extent, that such circumstances make it illegal or impossible to provide use of the hotel facilities. In addition, the hotel will not be held accountable for those acts out of the hotel's control. In the unlikely event that a contracted outside vendor is unable to carry out said agreement, the hotel will not be held accountable for this failure of service. With this, the hotel retains the right to replace items undelivered or make alternate arrangements to best accommodate the Group/Function.

This document contains the full and complete agreement between parties and supersedes all prior discussions, either oral or written. Any changes, additions, or modifications to this contract must be agreed to and signed by both parties for the contract to be considered definite.

COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

If all arrangements are satisfactory, we ask that you sign and return the original of this contract to us no later than **Friday, October 7, 2022.**

IN WITNESS WHEREOF, the Parties hereto have duly executed and delivered this Agreement as of the date of the last signatory below.

AGREED AND ACCEPTED:

CLIENT/PRINCIPAL:

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlon Seewood, City Manager


DS
6J

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor / MDB 

AGREED AND ACCEPTED BY THE PEABODY MEMPHIS:

NAME: Donna Pope TITLE: Natl Sales Manager
SIGNATURE: Donna Pope DATE: 9-21-2022

**PLEASE SCAN AND E-MAIL THE ENTIRE CONTRACT TO
donna.pope@peabodymemphis.com**

Ref: CMPD Nov 2022
dp