



## PROPOSED CONTRACT

Date: October 22, 2012

GROUP NAME: AC 119 Gunship Association

CONTACT: Jerry & Ellen Hester

ADDRESS: 8015 Donshire Dr  
Converse, TX

PHONE: 210-663-9425 / 210-663-3169

Email: [jhester7.satx@gmail.com](mailto:jhester7.satx@gmail.com)  
[ln.hester@gmail.com](mailto:ln.hester@gmail.com)

El Tropicano Riverwalk is a "resort style" tropical themed property that has 306 well-appointed guest rooms and 37,000 square feet of flex meeting space.

Nestled in the banks of the San Antonio River, El Tropicano Riverwalk is a full service, convention hotel that offers a state of the art fitness facility, pool, sundeck, a "dive in movie screen" and a lounge that overlooks the tranquil San Antonio River. Our restaurant features ample seating for a relaxing meal, or you can order a cappuccino from our "Espresso" Grab-and-Go Coffee bar.

Based on your requirements, we are offering the following:

### GUESTROOMS September 2013

Monday	9/23/2013	10 rooms
Tuesday	9/24/2013	15 rooms
Wednesday	9/25/2013	25 rooms
Thursday	9/26/2013	75 rooms
Friday	9/27/2013	115 rooms
Saturday	9/28/2013	120 rooms
Sunday	9/29/13	80 rooms
Monday	9/30/13	10 rooms

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**Total Room Nights: 450 room nights**

**RATES**

**\$105.00 flat rates single/double**

Rates are net and non-commissionable and do not include the current occupancy tax which is 16.75% and is subject to change.

Group rate will be extended three days before and three days after conference dates subject to availability. **(20 September/3 October)**

The rates quoted are special **group discount** rates and do not apply to any current or future promotions or specials that may be offered to **individual travelers**. The client is responsible for advising conference attendees of this policy.

**RESERVATION PROCEDURES**

It is our understanding that reservations are to be made on an individual basis. When calling the reservations office, please instruct your attendees to identify themselves as being with the **AC 119 Gunship Association**, this will ensure your attendees receive the group rate, and that your guest room block is credited. Reservations can be made online using a direct link to be provided to the Association, through our toll free reservations number **877-214-9768**, or via email at [reservations@eltropicanohotel.com](mailto:reservations@eltropicanohotel.com)

Any individual cancellations received less than 72 hours prior to arrival will be billed for one (1) night room and tax. It is the responsibility of **AC 119 Gunship Association** to inform all attendees of our cancellation policy.

The Hotel agrees to hold your room block until August 26, 2013 at that time any unsold rooms will be released and revert back to the Hotel for general sale. Reservations received after the cut-off date will be on a space available basis only, at the group discount room rate.

Any individual cancellations received less than 72 hours prior to arrival will be billed for one (1) night room and tax. It is the responsibility of **AC 119 Gunship Association** to inform attendees of our cancellation policy.

**DEPOSIT POLICY**

All reservation requests require a credit card guarantee or advance deposit equal to one night's room and tax. Personal checks, money orders, or valid American

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Express, Diner's Club, Visa, Discover, or MasterCard number and expiration date will be needed for the deposit. Deposits are non-refundable for rooms cancelled less than 72 hours prior to arrival.

### **BILLING POLICY**

Our records indicate each individual will be responsible for his/her incidental expenses with all group functions billed to the Association master account.

### **COMPLIMENTARY AGREEMENT**

***2 Complimentary suites for the period of the occupied room nights for the group.***

***One complimentary room for every 40 rooms cumulative***

***Group shall have the right to add rooms at group rate based on availability***

***Two full American Breakfast per room double occupancy  
One full American Breakfast per room single occupancy***

***Allowed to bring in snacks and Adult beverages for the hospitality room: w/ \$35.00 per day fee for ice and cleaning: no corkage fees apply for beverages consumed in the hospitality room.***

***No Minimum room pick up penalty to contract (no attrition clause)***

***Free Wi Fi***

***Discounted parking of \$9.00 per day (24 hr period w/ in and out privileges)***

***5 Complimentary Parking passes***

***Complimentary Mariachi Group 1 hour for Banquet or reception***

***Complimentary microphone for Friday night Meet and Greet Reception, Saturday morning Association and Ladies meetings, Saturday night Banquet event, and Sunday night Farewell BBQ.***

**Comment [efh1]:** Added per teleconference discussion.

***Provide hyperlink for registration***

***Room Assignment:***

***9/25/13***

***8am/11pm Trinidad Hospitality***

***8am/11pm Cohiba (interview room)***

**Comment [efh2]:** Hotel reps xverbally stated we could use the room after 11:00, but maybe we should have this stated in the contract. I think they only want to support us with ice and cleaning during the official times shown here.

**Comment [efh3]:** Probably not needed until Thursday at the earliest.

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9/26/13

8am/11pm Trinidad Hospitality

8am/11pm Cohiba (interview room)

9/27/13

8am/11pm Trinidad Hospitality

8am/11pm Cohiba (interview room)

3pm/~~1140~~pm Coronado ballroom (Meet & Greet Reception)

**Comment [efh4]:** Includes set-up time. Function begins at 6:00 PM.

9/28/13

8am/11pm Trinidad Hospitality

8am/11pm Cohiba

8am/11~~am~~pm La Habana

3pm/11pm Coronado ballroom (Formal Banquet)

**Comment [efh5]:** Includes set-up time. Function begins at 6:00 PM.

9/29/13

8am/12am Trinidad

8am/11pm Cohiba (interview room)

3pm/9pm Coronado ball room (Farewell BBQ)

**Comment [efh6]:** Includes set-up time. Function begins at 6:00 PM.

**Special Notes:** Our vicinity to the Oldest VFW Post in Texas is a leisurely 12-15 walk on the scenic San Antonio Riverwalk. The Post would like to host an event of your choosing as a Welcome from the San Antonio Veterans Community.

**Restaurants for reasonable meals out side the Hotel.**

- 4<sup>th</sup> Street Café located with in view of the hotel is a Church Sponsored Venue for Breakfast and Lunch , meals include a cafeteria style meal with a variety of selections.
- Guerillmos Italian Food located adjacent to the hotel.
- Cool Café on the Riverwalk is quaint and located directly on the Riverwalk

**These Restaurants are close and reasonably priced in menu**

**FOOD AND BEVERAGE MINIMUM (Waived)** We offer complimentary rental of all meeting space with NO food and beverage minimum.

**Comment [efh7]:** Inconsistent with second paragraph under state taxes heading, which shows full rental would apply if we don't make the F&B minimums.

#### CHECK IN/CHECK OUT

Check-in time is after 4:00 PM

Check-out time is 12:00 Noon

#### PARKING

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Parking is not guaranteed and subject to availability. The current daily parking charges are as follow, and are subject to change without notice..Sales tax does not apply.

Self Parking \$9.00 (discounted)      Bus Parking \$40.00

### **STATE TAXES**

NOTE: Meeting room rental and set-up fees are subject to the current state occupancy tax of 6% and is subject to change.

The daily meeting room rental has been offered complimentary with **\$5,000** food and beverage functions. However, if any food and beverage function is cancelled, full meeting room rental for that room will apply each day.

### **EXHIBITOR CHARGES**

If exhibit space is required at the Hotel, there will be a \$45.00 charge per day, per 8' x 10' booth space. Each space comes with one draped table and two chairs. If electrical assistance is required, please fill out the attached electrical sheet requirements. There is a \$45.00 one-time charge for the first five days of usage for one outlet at 110 volts.

### **AUDIO VISUAL**

Hammer Audio Visual is our exclusive in-house audiovisual company. Outside purveyors are not permitted to operate in our Hotel. Exceptions will be granted for groups that own audiovisual equipment (i.e. military schools, churches and other non-profit organizations).

### **PURCHASE ORDERS**

All purchase orders must be accompanied by a completed direct bill application.

### **INCOMING BOX CHARGES:**

There is a charge for all incoming/outgoing boxes. The charges are as follows:

- 1<sup>st</sup> 5 Boxes at no charge
- 6 Boxes and above received: \$5.00 each.
- Boxes to be shipped: \$5.00 each.
- Boxes requiring pallets: \$50.00 charge per pallet.

### **BAGGAGE HANDLING**

Porterage is \$5.00 per person, round trip. (Optional)

  
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### **DAMAGE POLICY**

The individual customer (not the organization) is responsible for any damage, loss or liability incurred by the Hotel by any of the customer's guests or any persons or organizations contracted by the customer to provide any services or goods, during or after the function. The customer agrees to pay the Hotel for any damages within fifteen (15) days after departure from the Hotel.

### **SECURITY**

Your organization acknowledges that the Hotel cannot be responsible for the safe keeping of equipment, supplies, written material or other valuable items left in the function rooms. Accordingly, you acknowledge that it will be your responsibility to provide security of any such aforementioned items and hereby assumes the responsibility for loss thereof.

### **GOVERNING LAW / VENUE**

This Agreement shall be governed by the laws of the State of Texas as to all matters, including but not limited to matters of validity, construction, performance and remedies. Any suit or action arising out of or relating to this Agreement shall be brought in the State of Texas and the Parties agree that venue shall be San Antonio, Texas, and you hereby waive any and all objections to jurisdiction or venue.

### **INDEMNITY**

**AC 119 Gunship Association** agrees to indemnify, defend, and hold harmless the other Party, and Hotel and their respective subsidiaries, affiliates, officers, owners, agents, employees, parents, insurers, successors, or assigns from and against all loss, claims, demands, causes of action, liabilities, expenses, including reasonable attorney's fees and costs arising from any claim arising out of or resulting from, in whole or in part, (a) any breach of this Agreement by other party; or (b) any omission or act taken or committed by other party and other party employees, contractors, subcontractors, vendors, guests and attendees.

### **FORCE MAJEURE**

The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorder, or other emergencies, any of which making it illegal or impossible to provide the facilities and/or services for you meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

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### ARBITRATION

Any controversy or claim arising out of or related to cancellation of this contract, for the sole purpose of holding said convention/meeting at another location or facility shall be settled by arbitration in accordance with the American Arbitration Association. Judgment upon the award by the arbitration(s) may be entered in any court having jurisdiction thereof.

### CHANGES

Any changes, modifications, deletions or additions are not valid until counter-signed by the Director of Sales and Marketing at the Hotel. Any changes may impact other areas of the agreement and modify the existing contract.

### ACCEPTANCE

We will hold these dates until **Friday December 8, 2012** at which time we require a signed copy of this agreement. If a signed agreement has not been received by this date, the Hotel reserves the right to release space and guestrooms for sale. In the event that we have a definite request for this space prior to your option date we will contact you.

If these arrangements meet with your approval, please sign and return the originals, and any attachments to my attention by **Friday December 8, 2012**. An acceptance shall occur when both parties are in possession of an original agreement and attachments, if any, or confirmed copies signed by the other party. If either party uses a fax transmittal, then a confirmed fax copy shall be treated as an original. For record keeping purposes only, the parties shall subsequently exchange signed copies of the agreement and attachment(s).

This contractual agreement becomes effective at the time the Director of Sales and Marketing counter signs this document.

Sincerely,  
Michael Rodriguez  
State/National Sales Manager

APPROVED BY:

Wayne J. J. J.

November 27, 2012

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Wayne Laessig, President  
AC 119 Gunship Association

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Michael Rodriguez  
Sales Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Sales & Marketing

**BE SURE TO CHECK OUT OUR TRANSFORMATION AT** [WWW.ELTROPICANOHOTEL.COM](http://WWW.ELTROPICANOHOTEL.COM).

EL TROPICANO RIVERWALK \* 110 LEXINGTON AVENUE \* SAN ANTONIO, TX 78205  
210 277-4039 SALES \* 210 223-4520 FAX \* 1-866-293-1842 TOLL FREE \* 1-888-465-4329 WORLDWIDE

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## El Tropicano Menus AC-119 Gun Ship Association

### **Meet- N- Greet Reception (250 guests)**

- (475 pieces) Chicken Diablo – Bite Size Chicken breast filled with Monterey Cheese and wrapped in Bacon
- (375 pieces) Tamales
- (375 pieces) Cheese Quesadillas
- (475 pieces) Beef Kabobs
- 3 Quarts of Warm Queso Dip with Tri Color Chips
- 2 Quarts of Salsa Dip with Tri Color Tortilla Chips

Total = \$6,170 % 250 guests = \$24.68 per person plus service charge(20%) = \$29.62/person (if we don't get the TX tax exemption, it would be \$32.02)

2 Bartenders = \$100.00 (three hours), 2 Cashiers = \$60.00 for three hours  
(Bartender Fees waived with a minimum of \$600.00 in beverage revenues per bar)

Hotel to provide Mariachis for one hour complimentary

### **Saturday Formal Banquet Dinner Plated** (Please select One Chicken, One Beef and One Fish)

- Pecan Crusted Chicken Breast with a Serrano Cream Sauce
- Beef Tenderloin with a Demi- Glaze
- Roasted Salmon with White Wine Sauce

Chef's choice of Accompaniments and Seasonal Vegetable and Dessert  
All Entrees Served with Iced tea and Columbian Coffee available upon request

**Price per person** Chicken Entrée \$36.33 inclusive Beef Entrée \$38.00 inclusive Fish Entrée \$36.33  
**inclusive**

**Children Meals** 11 and under \$14.00 **inclusive** Fresh Fruit Cup, Chicken Tenders with French Fries and Fruit Punch served as their

Hotel house wine \$18/bottle (red or white) to be available for sale at the bars.

2 Bartenders = \$100.00 (three hours), 2 Cashiers = \$60.00 for three hours  
(Bartender Fees waived with a minimum of \$600.00 in beverage revenues per bar)

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## **Sunday Farewell Rodeo Round up Dinner Buffet**

- Hill Country Field Greens with choice of Dressing
- Country Potato Salad
- Slow Smoked Barbecue Beef Brisket
- Barbecue Chicken
- Cowboy Baked Beans
- Corn Bread Muffins
- Pecan Pie
- Iced tea served with the Entrée and Columbian Coffee available upon request

\$27.00 inclusive of service fee (\$29.19 without tax free status)

2 Bartenders = \$100.00 (three hours), 2 Cashiers = \$60.00 for three hours

(Bartender Fees waived with a minimum of \$600.00 in beverage revenues per bar)

## **Saturday Morning Meetings**

**Men's Business Meeting:** 3 Gallons Regular and 1 gallons Decaffeinated Coffee = \$197.22 inclusive

**Women's Business Meeting:** 1 Gallons Regular and 1 Gallon of Decaffeinated Coffee = \$98.61 inclusive

## **Complimentary Breakfast Buffets (Daily)**

**Breakfast Buffets to include SOS (biscuits with sausage gravy)**

*WJH 11-27-12*