



061 Drury Inn & Suites Joplin  
 3601 Rangeline Road  
 Joplin, MO 64804  
 Telephone: (417) 781-8000  
[www.druryhotels.com](http://www.druryhotels.com)

PCG Summerfest

Dear Randy Lawrence,

Thank you for selecting our 061 Drury Inn & Suites Joplin! We are looking forward to hosting your event and appreciate you choosing us for your group. In order to provide the room rates quoted, the availability of sleeping rooms requested, and all other provisions of this Agreement, this Agreement must be signed and returned by **3/29/22** 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 **061 Drury Inn & Suites Joplin** ("Hotel") and **PCG Summerfest** ("Group") and outlines specific conditions and services. This Agreement may only be amended upon mutual written consent of Hotel and Group.

**GROUP INFORMATION**

**Group Name/Post As:** PCG Summerfest  
**Contact:** Randy Lawrence  
**Telephone:** (817) 554-5900  
**E-Mail:** randyl@pcg.org  
**Confirmation Number:** 10012887

**ROOM INFORMATION**

**Arrival:** 6/17/2022  
**Departure:** 6/24/2022

**SLEEPING ROOMS AND RATES**

Hotel and Group agree to 84 room nights on the nights set forth below. Hotel room rates quoted below are per room, per night, and subject to prevailing city, county, and state taxes, fees, and assessments:

		Fri 06/17/2022		Sat 06/18/2022		Sun 06/19/2022		Mon 06/20/2022	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
NKS Non-smoking 2 Room Suite 1 King Bed	S	1	\$129.99	1	\$129.99	2	\$129.99	2	\$129.99
NKX Non-smoking 1 King Bed Deluxe	S	1	\$110.99	1	\$110.99	4	\$110.99	4	\$110.99

<b>NQXX Non-smoking 2 Queen Beds Deluxe</b>	S	2	\$110.99	2	\$110.99	9	\$110.99	9	\$110.99
		<b>Tue 06/21/2022</b>		<b>Wed 06/22/2022</b>		<b>Thu 06/23/2022</b>			
	<b>Occupancy</b>	<b>Rooms</b>	<b>Rate</b>	<b>Rooms</b>	<b>Rate</b>	<b>Rooms</b>	<b>Rate</b>		
<b>NKS Non-smoking 2 Room Suite 1 King Bed</b>	S	2	\$129.99	2	\$129.99	2	\$129.99		
<b>NKX Non-smoking 1 King Bed Deluxe</b>	S	4	\$110.99	4	\$110.99	4	\$110.99		
<b>NQXX Non-smoking 2 Queen Beds Deluxe</b>	S	9	\$110.99	9	\$110.99	9	\$110.99		

Proper documentation establishing tax exempt status varies by location and must be provided at least three (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.

**Rooms:**

The Hotel reserves the right to make guest room substitutions if circumstances occur beyond the Hotel's control.

**Group room rates include the following for overnight guests\*:**

- **Complimentary 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. Complimentary hot breakfast is served daily from 6:00 a.m. – 9:30 a.m. on weekdays and 7:00 a.m. – 10:00 a.m. on weekends.
- **Complimentary Evening Drinks and Snacks\*\*** - Join us from 5:30 p.m. – 7:00 p.m. every evening to enjoy complimentary hot food and cold beverages at our 5:30 Kickback®. The Hotel features a rotating menu of hot food, beer, wine, mixed drinks and soft drinks.
- **Complimentary Wi-Fi Throughout the Hotel** - Get the score, check social networks or email family members in the hotel!
- **On-Site Facilities** - Take advantage of the business center, fitness center or pool while away from home. Print boarding passes, finish a presentation or check e-mail in the Hotel's business centers.

\*Availability of the above-listed amenities is subject to local, state, and federal restrictions and mandates as they relate to COVID-19 or the novel Coronavirus. To receive an updated list of what is currently available at the Hotel, please contact the Hotel directly.

\*\*Service of alcohol is subject to state and local law including laws relating to sale, service, and consumption of alcoholic beverages by minors and intoxicated persons, and laws governing the type of alcohol that may be provided. 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, Drury Inn & Suites Pittsburgh Airport, and Drury Plaza Hotel Downtown Pittsburgh.

**METHOD OF RESERVATION**

Reservations will be made by: Individual Call-In

**Individual Call-In** reservations can be made by reserving online, go to [www.druryhotels.com](http://www.druryhotels.com), then enter Group number of 10012887. Reservations may also be made by calling **1-800-325-0720** and refer to the Group number of 10012887.

Individual reservations must be cancelled prior to 12:00 p.m. on the day before the reservation's confirmed date of arrival in order to avoid a non-refundable fee equal to one night's room rate plus tax. Hotel requires a valid payment 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 Group attendees must be received on or before 5/17/2022 (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.

**MEETING SPACE**

Meeting space has been reserved as outlined below\*:

Date	Time	Function Type	Room	Setup	# Attendees	Rental Fee
Sat, 06/18/22	8:00 AM - 8:00 PM	Hospitality	Medium Meeting Room 106	tbd	18	\$ 0

\*Availability and capacities of the above-listed meeting space is subject to local, state, and federal restrictions and mandates as they relate to COVID-19 or the novel Coronavirus. To receive an update on current availability and capacity, please contact your Group's Drury Sales Coordinator.

The meeting space assigned and room rental fee is based upon a minimum number of consumed sleeping rooms. Should the room count fall below the minimum sleeping rooms required, Hotel reserves the right to cancel the meeting space or increase the meeting room rental charge per the sliding scale below. Hotel reserves the right to relocate Group's function(s) to another room if needed.

Meeting Room Type	Sleeping Rooms	Corporate Group Rental	Social Group Rental
Large (LMTG)	0-9	\$600	\$1,000
	10-19	\$300	\$500
	20+	\$200	\$400

**Meeting Details and Service Fee:**

Group is to provide accurate meeting details to Group's Drury Sales Coordinator no later than fourteen (14) days prior to arrival at Hotel, including Group's meeting schedule, desired seating arrangements, food and beverage requests and audio-visual needs clearly defined. Special set ups that require Hotel to rent additional equipment will result in additional charges for the Group. Should Group request changes to these details after the deadline, Group must contact Group's Drury Sales Coordinator directly. Hotel is unable to guarantee that changes can be accommodated. If Group's request is materially different than what was previously arranged and/or involves additional time/labor for Hotel's staff, Group may be charged an additional service fee.

**Breaks and Beverages:**

Breaks and beverages must be arranged through Group's Drury National Sales Coordinator no later than fourteen (14) days prior to arrival. Food or beverages may not be taken from the meeting room at the end of Group's use of the meeting room. Group may not bring hot food or beverages into meeting rooms unless provided by Hotel or an insured caterer and approved.

**Catering:**

If Groups desires catering, Group must contact its Drury National Sales Coordinator for a list of Hotel's "Preferred Caterers." Hotel's Preferred Caterers will assist Group with its catering needs. Pre-approval is not certification; Hotel is not associated with its Preferred Caterers and is not making any representation or warranties regarding their services or products. In regard to menu selection, pricing, gratuities and payment, Group will handle these matters directly with the Preferred Caterer, and Hotel assumes no responsibility for such matters. If the Group chooses to use a caterer other than one of the Hotel's Preferred Caterers, documentation of valid licensure, insurance, and other requirements must be provided by Group and its alternative caterer to the Hotel. Group must inform its Drury National Sales Coordinator if it plans on using an alternative caterer, and additional service fees will apply.

**Liquor and Music Policy:**

Service of alcohol by a Preferred Caterer in Hotel's meeting and/or function spaces is subject to state and local liquor laws, as well as Hotel requirements. Group is required to confirm whether its catered event may include the service of alcoholic beverages with its Drury National Sales Coordinator. To ensure the comfort of all guests the Hotel do not permit music in Hotel's meeting space that could be deemed in Hotel's discretion as disruptive to other guests. This includes, but is not limited to, disc jockeys, bands, or any amplified music. Group is responsible for all music licensing and performance and alcoholic beverage requirements and indemnifies Hotel against and any and all claims relating thereto.

**BILLING ARRANGEMENTS**

The following billing arrangements apply: Individual Pay on Own

A valid payment card is due at the time of booking an individual reservation. The Hotel may place a temporary hold on the card which can include the full anticipated price of the stay, plus a \$50.00 deposit for incidentals. This credit card will be charged if the reservation is not cancelled by 12:00 p.m. the day before arrival.

A valid payment card is due at the time of booking any meeting space.

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 Group's Drury National Sales Coordinator no later than fourteen (14) days prior to arrival. Hotel will contract with a licensed, bonded security service provider at Group's expense if the 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. The Group Contact must notify its Drury National Sales Coordinator in writing to cancel its Group room block. A cancellation confirmation will be sent upon request.

	<b>Cancellation Fee: % of Lost Revenue plus applicable taxes</b>
<b>More Than 90 Days Prior to Arrival</b>	<b>0%</b>
<b>61 - 90 Days Prior to Arrival</b>	<b>25%</b>
<b>31 - 60 Days Prior to Arrival</b>	<b>50%</b>
<b>30 Days or Less Prior to Arrival</b>	<b>75%</b>

Group agrees and understands that, in the event of a cancellation or lack of full performance by Group, Hotel's actual damages would be difficult to determine. Therefore, Group agrees that should Group cancel the Event for any reason, including changing the event site to another hotel, Group will pay as liquidated damages, plus any applicable state and/or local taxes as required by law, to the Hotel immediately upon notice of cancellation the foregoing Cancellation Fee. Hotel may in its sole discretion, consider Group's notice of cancellation to be invalid and thus may not release accommodations hold until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages owed. Group shall have no right of termination for the purpose of holding the event in another city or area or at another facility in the same city or area, or for the purpose of booking another organization into the Hotel.

**Hotel Policies:**

Group agrees to communicate the following to all Group members prior to Group's stay at the Hotel. Further, Group understands that, given the nature of Group's event, Group assumes additional obligations to the Hotel. Group understands and agrees to abide by the following Hotel policies:

- There is a maximum number of four (4) occupants per Hotel room and a maximum of six (6) occupants per Hotel suite (not including additional persons that may be accommodated by a rollaway bed, for which special charges will apply);
- Pursuant to federal and local fire codes, **only registered guests are permitted to stay at this Hotel.**
- Hotel amenities such as the use of the swimming pool/whirlpool spa area, fitness center, and business center, as well as complimentary breakfast and complimentary 5:30 Kickback® are for **registered guests only.** Proof of guest registration (including valid ID) may be required;
- Hotel's lobby may not be used for Group meetings;
- Hotel room doors will not be propped open and must remain shut at all times;
- The Hotel may institute a "quiet time" curfew at 10:00 p.m. for Group at Hotel's discretion;
- If the Hotel is unable to fulfill its satisfaction guaranteed policy and is required to discount guest room charges of Hotel guests, who are not members of the Group, due to the behavior and/or conduct of members of the Group, the amount(s) discounted will be the responsibility of Group at Hotel's discretion; and
- Hallways are to remain clear and quiet at all times, and the Group will be contacted if complaints of excessive noise and/or misconduct are brought against any member of the Group – if the aforementioned noise and/or misconduct continues after notification to the Group, Group may be asked to leave the Hotel and will be responsible for the full amount due under the Contract.

**FORCE MAJEURE; CONSTRUCTION/REMODELING; HOTEL CONDITION; CHANGE IN MANAGEMENT**

The performance of this Agreement by Hotel 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, material Hotel construction or remodeling, material change in Hotel condition, change in Hotel management company, or any other situation making it illegal or impossible for Hotel to provide contracted rooms under the Agreement during the event.

## **CONDITIONS OF AGREEMENT**

### **Reciprocal Liability/Indemnification/ADA/Insurance:**

Each party shall comply with requirements applicable to it and the Event under the Americans' with Disabilities Act (ADA) and its regulations and guidelines, and indemnify the other party against third party claims arising from its failure to do so. Each party agrees to mutually cooperate identifying and communicating disabled attendees' special needs under the ADA.

Each party shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities arising out of or resulting from their respective obligations pursuant to this Agreement.

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 losses, damages and claims 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 and will be responsible for any and all losses, damages and claims that are the result of the Group or its members and/or guests.

Subject to the limitations on innkeeper's liability under applicable law, Hotel shall indemnify, defend and hold harmless the Group from and against any losses, damages and claims that are the result of the fraud or intentional misconduct of Hotel or any of Hotel's employees related to the Group's activities at Hotel. 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 enter, inspect and control all private function space. Hotel does not assume responsibility for personal property or equipment brought into the guest or meeting rooms or other areas of the Hotel regardless of whether personnel from the Group or Hotel secured those rooms.

Group, by holding a room block or meeting room at Drury Hotels, and guests and attendees, by using Hotel facilities, consent to Drury Hotels Company, LLC's Privacy Policy and Terms of Service (<https://www.druryhotels.com/home/privacypolicy>).

If Group requests that Hotel provide Group with access to guest reservation information pertaining to Group guests who have reserved rooms at the Hotel ("**Attendees**"), then Group warrants that Group has already obtained, or will obtain consent from each Attendee for the Hotel to provide to Group such Attendee's reservation information, and Group further agrees to indemnify, defend and hold harmless Hotel and its employees from any costs, damages, fees or expenses of any kind arising from any claim(s) by an Attendee relating to the Hotel's disclosure of any Attendee's information.

Group will obtain all necessary rights and permissions prior to providing any personal data to Hotel, including all rights and permissions required for Hotel, Hotel affiliates, and service providers to use and transfer the personal data to locations both within and outside the point of collection (including to the United States) in accordance with Hotel's privacy statement and applicable law. Notwithstanding any other provision, Hotel may use an individual's own personal data to the extent directed by, consented to or requested by such individual.

To the extent that Group collects, uses, maintains, transfers, discloses, or otherwise processes information about an identified or identifiable natural person, Group will comply with all applicable privacy and data protection laws, including to the extent applicable, EU data protection laws. Group will only process personal data at Hotel's instruction consistent with applicable privacy and data protection laws, and will not use, transfer, or otherwise process personal data, except as necessary to carry out the purposes of this Agreement. Group will cooperate with Hotel in complying with all applicable privacy and data protection laws, including engaging in good faith negotiations to promptly execute – and causing any third party subcontractors with access to personal data to execute – supplemental data processing agreements with Hotel. This obligation to negotiate in good faith includes potentially taking other appropriate steps to comply with legal cross-border data transfer requirements, if Hotel determines in its sole discretion the need for taking those steps. Group also agrees to immediately notify Hotel without undue delay about any actual or suspected loss, theft, misuse, or other unauthorized access of such personal data.

**Miscellaneous:**

Missouri law shall govern this Agreement. Each party irrevocably **(i)** submits to the exclusive jurisdiction of the state and federal courts located in the County of St. Louis, 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 or intellectual property of Hotel, Drury, or other guests 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 fourteen (14) days of receipt of such request.

**Conflict of Interest; Fraudulent Conduct; Fraud Hotline:**

Drury Hotels Company, LLC ("Drury") takes conflicts of interests and fraud claims seriously. Any third party (vendor, supplier, contractor, group, guest, 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. Drury has established a "Fraud Hotline" to ensure that persons can report fraud free of charge, using different options. Anyone with information regarding fraud or other corrupt practices against Drury or involving Drury's 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](mailto:fraudhotline@druryhotels.com)

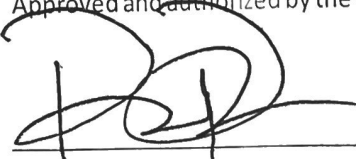
**ACCEPTANCE OF AGREEMENT**

Please return the signed Agreement to Drury Hotels Company, LLC, Group Sales Office, via email to **mollie.emerick@druryhotels.com**.

On behalf of the Group, I hereby accept the above provisions and further warrant that I have authority to sign on behalf of PCG Summerfest.

**SIGNATURES**

Approved and authorized by the Group:

  
Randy Lawrence                      Randy Lawrence                      03/27/2022  
\_\_\_\_\_  
Randy Lawrence                      Print Name                      Date

Approved and authorized by Hotel:

 Mollie Emerick                      3/28/22  
\_\_\_\_\_  
Edgar Cornejo                      Print Name                      Date  
Virtual National Sales Coordinator

PCG Summerfest  
Randy Lawrence  
Arrival Date: 6/17/2022  
061 Drury Inn & Suites Joplin

**Drury Rewards® Number or Drury Rewards® Business Number:**

*By providing your rewards number, you agree to all Drury Rewards® Terms & Conditions.*

You may earn five (5) points for each dollar paid for rooms you book for select entities. If you stay at the Hotel during Group's stay, you may earn ten (10) points for each dollar paid for your room. You cannot exceed 100,000 points under this Agreement. Points cannot be earned for a Group stay if: (1) the name on your government-issued ID does not match the name on your Drury Rewards® account; (2) Hotel is not paid for the accommodations; or (3) your Drury Rewards® number is not included on this Agreement. Not all Group stays are eligible for points, and certain stays require Group to consume at least ten (10) rooms on at least one (1) night during the stay. To learn if this stay is eligible, please review the additional terms and conditions found at the link above. **Additional terms and conditions apply.**