THE HOTEL ROANOKE & CONFERENCE CENTER

May 14, 2021

Mr. Jeffrey Wolff
Capital District Kiwanis
4410 Brookfield Corporate Drive #220469
Chantilly, VA 20154-0469

Dear Jeffrey,

The Hotel Roanoke & Conference Center is looking forward to hosting the **Capital District Kiwanis** in August 2021. Per our recent conversation, **Capital District Kiwanis** has requested any consideration to the pending contract - please review the following:

CONTRACTED ACCOMMODATIONS:

	WEDNESDAY 8/18/2021	THURSDAY 8/19/2021	FRIDAY 8/20/2021	SATURDAY 8/21/2021	SUNDAY 8/22/2021
Run of House	1	37	146	146	**Check-out**
Hospitality Suite with One Bedroom		3	3	3	Check-out
VIP Suite			1	1	Check-out
Premium Hospitality Parlor			1	1	Check-out
Deluxe Executive Suite			1	1	Check-out
Parlor Suite			1	1	Check-out
Jr. Suite			2	2	Check-out
TOTAL ROOM BLOCK	1	40	155	155	

AMENDED ACCOMMODATIONS:

	THURSDAY 8/19/2021	FRIDAY 8/20/2021	SATURDAY 8/21/2021	SUNDAY 8/22/2021
Run of House	1	40	50	**Check-out**
Hospitality Suite with One Bedroom		1	1	Check-out
VIP Suite		1	1	Check-out
TOTAL ROOM BLOCK	1	42	52	

CONTRACTED MEETING SPACE:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental *
Thu, 8/19/21	**4:00 PM**	**10:00 PM**	**Registration**	**North Entry**	**Tables**	**Flow**	**N/A**
	4:00 PM	**11:59**	**Kiwanis Store**	**Tinker**	**Special Set up**		**$100.00**

		PM					
Fri, 8/20/21	8:00 AM	24-Hr	Office	Alleghany	Existing	5	$100.00
	8:00 AM	11:59 PM	Kiwanis Store	Tinker	Special Set Up		$100.00
	8:00 AM	8:00 PM	Registration	North Entry	Existing	Flow	N/A
	8:00 AM	5:00 PM	Table Top Exhibits	Roanoke Foyer	Tabletop Exhibit	20	N/A
	7:30 AM	8:30 AM	Conference	Blue Ridge	Existing	10	$300.00
	10:00 AM	11:30 AM	Meeting	Shenandoah B	Rounds	50	$500.00
	11:30 AM	1:30 PM	Lunch Mtg.	Shenandoah A	Rounds of 8	10	$250.00
	11:30 AM	1:30 PM	Lunch Mtg.	Shenandoah B	Rounds of 8	50	N/A
	1:30 PM	5:30 PM	Board Meeting	Roanoke Ballroom A-B	U-Shape	50	$1,000.00
	1:30 PM	4:30 PM	Breakout Room	Pocahontas A	Theatre	30	$150.00
	1:30 PM	4:30 PM	Breakout Room	Pocahontas B	Theatre	50	$250.00
	1:30 PM	4:30 PM	Breakout Room	Appalachian	Theatre	50	$300.00
	1:30 PM	4:30 PM	Breakout Room	Buck A	Theatre	30	$100.00
	7:00 PM	11:00 PM	Event Room	Roanoke C-H	Rounds of 10	200	$2,000.00
Sat, 8/21/21	6:00 AM	4:00 AM	Office	Blue Ridge Boardroom	Existing		$100.00
	8:00 AM	11:59 PM	Kiwanis Store	Tinker	Special Set Up		$100.00
	7:00 AM	4:00 PM	Table Top Exhibits	Roanoke Foyer	Existing	20	N/A
	7:30 AM	9:00 AM	Breakfast Meeting	Roanoke Ballroom C-H	Rounds of 10	200	$2,000.00
	8:00 AM	4:00 PM	Breakout Room	Pocahontas B	Theatre	50	$250.00
	8:00 AM	4:00 PM	Breakout Room	Shenandoah B	Theatre	50	$500.00
	8:00 AM	4:00 PM	Breakout Room	Pocahontas A	Theatre	40	$150.00
	8:00 AM	4:00 PM	Breakout Room	Appalachian	Theatre	50	$300.00
	8:00 AM	4:00 PM	Breakout Room	Shenandoah A	Theatre	50	$250.00
	8:00 AM	5:00 PM	Breakout Meeting	Buck Mountain B	Theatre	40	$100.00
	10:00 AM	12:00 PM	Breakout Meeting	Buck Mountain A	Theatre	35	$100.00
	12:15 PM	2:30 PM	Lunch	Roanoke Ballroom C-H	Rounds of 10	200	N/A
	3:00 PM	5:00 PM	Meeting	Roanoke A-B	Theatre	200	$1,000.00
	6:15 PM	7:15 PM	Reception	Roanoke Foyer	Reception	250	N/A
	7:15 PM	11:59 PM	Dinner	Roanoke Ballroom C-H	Rounds of 10	250	N/A
Sun, 8/22/21	6:00 AM	12:00 PM	Office	Blue Ridge Boardroom	Existing		$100.00
	7:30 AM	8:30 AM	Meeting/Session	Roanoke A/B	Theatre	200	$1,000.00
	8:00 AM	5:00 PM	Kiwanis Store	Tinker	Special Set up		$100.00
	8:30 AM	11:00 AM	Breakfast	Roanoke Ballroom C-D	Rounds of 8	200	$1,000.00
	11:30 AM	2:00 PM	Lunch Meeting	TBD	U-Shape	15	N/A

AMMENDED
MEETING SPACE:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental *
Fri, 8/20/21	8:00 AM	24-Hr	Office	Alleghany	Existing	5	$100.00
	8:00 AM	8:00 PM	Registration	North Entry	Existing	Flow	N/A
	11:30 AM	1:30 PM	Lunch Mtg.	Shenandoah	Rounds	30	N/A
	1:00 PM	10:00 PM	Meeting Room	Roanoke Ballroom	TBD		$3,500.00
	6:00 PM	10:00 PM	Dinner Mtg.	Shenandoah	Rounds	30	N/A
Sat, 8/21/21	8:00 AM	24-Hr	Office	Alleghany	Existing	5	$100.00
	7:00 AM	10:00 PM	Meeting Room	Roanoke Ballroom	TBD		$3,500.00
			Meal Location	Shenandoah			
Sun, 8/22/21	8:00 AM	5:00 PM	Office	Alleghany	Existing	5	$100.00
	6:00 AM	1:00 PM	Meeting Room	Roanoke Ballroom	TBD		$2,000.00

- Meeting space as listed will be paid by HRCC on your group's behalf.

Performance scales for rooms, food and beverage and meeting room rental will change to reflect the following:

CONTRACTED PERFORMANCE:

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate $**43,875.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek sleeping room performance damages if Group achieves a minimum of 80% of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 80% of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance damages will be due and payable to the Hotel no later than **seven** (**7**) days prior to Group arrival date, regardless of Master Account credit status.

Food and Beverage Performance Policy: The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of $**20,000.00** in banquet food and beverage ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.

We understand that your program may change slightly between the time of contracting and arrival and therefore we will allow you to reduce your guaranteed food and beverage expenditure without liability by up to **10%** of the originally contracted Total Anticipated Food and Beverage Revenue. Any such request for reduction must be made in writing and delivered to the Hotel no later than **45 days** prior to your first arrival date. At that time, your final completed program with meeting room specifications would be

required along with your anticipated counts and detailed menus with pricing that will determine your revised anticipated spend. If you do not exercise the option to reduce the guaranteed food and beverage expenditure on or before **45 days** prior to your first arrival date the option to reduce the guaranteed food and beverage expenditure without liability is waived.

Should you fall short of the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause), whether due to reduction in size of your meeting, drop in attendance, change in food and beverage functions or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine.

Therefore, if the contracted Event is held as scheduled, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause) and the actual food and beverage revenue amount received by Hotel for your Group's banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

By way of example only, if a group books an event with a Total Anticipated Food and Beverage Revenue commitment of $100,000, and if that group properly reduces the commitment by 10%, that group's adjusted Total Anticipated Food and Beverage Revenue commitment would be $90,000. If the group holds the event and achieves only $85,000 in actual food and beverage revenue, then that group would owe food and beverage performance damages of $5,000, plus any applicable taxes.

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause). If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause). Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause), or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Performance Clause:

AMENDED

Sleeping Room Performance Policy: The Total Sleeping Room Nights Reserved under this Agreement will generate $**11,250.00** in revenue for Hotel ("**Total Anticipated Sleeping Room Revenue**"). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages because the Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and the Hotel will incur additional costs in attempting to resell inventory that was already sold to you. The parties agree that since the exact amount of such damages would be difficult to determine, the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your lack of performance. Therefore, if the contracted Event is held as scheduled, Hotel will not seek sleeping room performance damages if Group achieves a minimum of 70% of the Total Anticipated Sleeping Room Revenue. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty, the difference between 70% of the Total Anticipated Sleeping Room Revenue and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel's losses on sleeping rooms, ancillary revenue, costs of sale and other losses. All estimated sleeping room performance

damages will be due and payable to the Hotel no later than **seven** (**7**) days prior to Group arrival date, regardless of Master Account credit status.

Food and Beverage Performance Policy: The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of $**9,000.00** in banquet food and beverage ("**Total Anticipated Food and Beverage Revenue**"). The Total Anticipated Food and Beverage Revenue amount does not include gratuities, service charges, supplemental surcharges, applicable federal, state or local taxes or any other fees outside of food and beverage product sales.

We understand that your program may change slightly between the time of contracting and arrival and therefore we will allow you to reduce your guaranteed food and beverage expenditure without liability by up to **10%** of the originally contracted Total Anticipated Food and Beverage Revenue. Any such request for reduction must be made in writing and delivered to the Hotel no later than **45 days** prior to your first arrival date. At that time, your final completed program with meeting room specifications would be required along with your anticipated counts and detailed menus with pricing that will determine your revised anticipated spend. If you do not exercise the option to reduce the guaranteed food and beverage expenditure on or before **45 days** prior to your first arrival date the option to reduce the guaranteed food and beverage expenditure without liability is waived.

Should you fall short of the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause), whether due to reduction in size of your meeting, drop in attendance, change in food and beverage functions or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine.

Therefore, if the contracted Event is held as scheduled, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause) and the actual food and beverage revenue amount received by Hotel for your Group's banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel's losses on food and beverage.

By way of example only, if a group books an event with a Total Anticipated Food and Beverage Revenue commitment of $100,000, and if that group properly reduces the commitment by 10%, that group's adjusted Total Anticipated Food and Beverage Revenue commitment would be $90,000. If the group holds the event and achieves only $85,000 in actual food and beverage revenue, then that group would owe food and beverage performance damages of $5,000, plus any applicable taxes.

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Orders if the anticipated food and beverage revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage selections based on the Event Orders will achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause). If not, the Hotel will provide Group with food and beverage options that would achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause). Group will then have the option of either altering the Event Orders to achieve the Total Anticipated Food and Beverage Revenue (as adjusted, if any, pursuant to this clause), or paying the estimated food and beverage performance damages pursuant to this Food and Beverage Performance Policy.

All estimated food and beverage performance damages will be due and payable to the Hotel no later than **seven (7)** days prior to Group arrival date, regardless of Master Account credit status.

Once you have reviewed this letter, please sign, date and email or fax back to my attention at 540-853-8264 to make this revision definite.

Again, I look forward to working with you and want your conference to be a success! Please do not hesitate to call me directly at 540-853-8217 if you have any further questions.

Regards,

All other details remain the same as outlines in the signer contract we received, dated – Revised – September 19, 2018.

Please sign and return this addendum by Monday, May 24, 2021.

Regards,

_____	_____
Mr. Jeffrey Wolff, Capital District Kiwanis	Date
_____	_____
Kris Tudge Sales Manager	Date
_____	_____
Sandra Holt Director of Sales& Marketing	Date