



HOTEL TOPEKA
AT CITY CENTER
GROUP SALES EVENT AGREEMENT

Date Prepared: Tuesday, October 31, 2023
Contract Due Date: **Friday, January 26, 2024**

This **Group Sales Event Agreement** ("Agreement") is by and between **Mid-American Regional Convention of Narcotics Anonymous** ("Group" or "you" or "your(s)") and **TOKS Associates LLC d/b/a Hotel Topeka at City Center** (the "Hotel" or "we" or "us" or "our"). Group and Hotel are each a "Party" and, collectively, the "Parties").

Especially Prepared for:		Event & Hotel Information:	
Client Contact Name:	Wayne Simpson	Name of "Event":	2025 Mid American Regional Convention of Narcotics Anonymous
Title:	Regional Facilitator	Date(s) of Event:	Thursday, April 10, 2025 - Sunday, April 13, 2025
Responsible Party (Company Name or Individual):	Wayne Simpson, Mid-American Regional Convention of Narcotics Anonymous	Post to Reader Board as:	2025 Mid American Regional Convention of Narcotics Anonymous
Address:	3003 King	Hotel Contact:	Jennebelle Clark
City, State, Zip:	Hutchinson, KS 67502	Title:	Catering Sales Manager
		Property Address:	1717 SW Topeka Boulevard Topeka, KS 66612
Phone:	(620) 664-1860	Phone:	(785) 431-4748
Email:	clean_crazy03@yahoo.com	Email:	clarkj@gfhotels.com

GUEST ROOM BLOCK AND RATES: Once this Agreement is accepted, we will remove from our inventory and consider sold to you for your use guest room nights (i.e., sleeping rooms) pursuant to the following arrival and departure schedule (the "Total Contracted Rooms" or "Room Block").

GUEST ROOMS and RATES

<i>2025 Mid American Regional Convention of Narcotics Anonymous</i>							
		Thu 04/10/2025		Fri 04/11/2025		Sat 04/12/2025	
		Rooms	Rate	Rooms	Rate	Rooms	Rate
Run of House	S	9	\$105.00	9	\$105.00	9	\$105.00
Boardroom Suite	S	1	\$139.00	1	\$139.00	1	\$139.00

All guest rooms are run-of-the-house unless otherwise set forth above. Guestroom types (kings, double/doubles, etc.) cannot be guaranteed and will be reserved on a first-come, first-served basis. Room rates quoted above are non-commissionable, net rates, subject to tax, currently 16.15% and \$1.16 Topeka Tourism Business Improvement District Fee. Tax rate in effect at the time of the stay will apply. You confirm that you have dealt directly with us and have not used any person or service entitled to a commission.

SPECIAL CONCESSIONS:

- Breakfast included in room rate. Rate increases \$10 per person for each guest above (1) one. Maximum of 4 guests per room.

- If the group signs the agreement for the same event in 2026 within 10 business days of the end of the 2025 event, the room rental fee for both events will be reduced to \$1,000.00++.

COMPLIMENTARY ACCOMMODATIONS

The Hotel will provide one (1) complimentary room night, at the lowest Group room rate, on a cumulative basis, for each (50) room nights within the schedule set forth above (excluding staff rooms) actually occupied by Group’s attendees and paid for at the full contract rate. The Hotel shall credit Group’s Master Account for the total number of complimentary accommodations accrued by Group at the conclusion of your Event.

ROOM RESERVATION PROCEDURES

In order to assign specific room types to your attendees, each guest room in your Room Block must be confirmed no later than [Tuesday, March 11, 2025](#) (“Reservation Due Date”). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

We understand that your guests will be booking online or phoning in their reservation requests, to the following number: 1-800-579-7937. It is important that each of your guests contact the Hotel by Reservation Due Date and identify themselves as part of your group. It would be appreciated if the Hotel could be included on the attendee mailing list, to stay informed as to when reservations are likely to begin arriving. The Hotel does not confirm reservations to the individual in writing.

We understand that a rooming list will be provided to the Hotel by Reservation Due Date.

After Reservation Due Date as described above and prior to your arrival date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein. Such room nights will at that date be returned to the Hotel's general inventory. Reservation requests from your attendees received after Reservation Due Date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

CHECK-IN / CHECK-OUT

Guest accommodations will be available at **4:00 PM** on arrival day and reserved until **11:00 AM** on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

GUEST ROOM CHARGES

Each Event guest will pay his or her account upon departure. Group assumes full and sole responsibility for informing all attendees of the room rate, and applicable taxes. Each guest will be required to present a valid credit card upon check-in on which an amount of sufficient pre-authorization can be obtained to cover the room, and tax charges for the length of the guest’s stay, plus any charges for the guest’s use of the Hotel’s ancillary services. Any pre-authorized amount not used to cover room, tax or ancillary services will be released by hotel at checkout.

Room and Tax will be billed to Master Account. Each guest will pay his or her account upon departure. Each guest will be required to present a valid credit card upon check-in use of the Hotel’s ancillary services.

MEETING REQUIREMENTS

The Hotel will provide your requested function space in accordance with and at the rates set forth in the following Schedule of Events. The Hotel reserves the right to adjust function space at the reservations due date if attendance projects lower than contracted. Please ensure that the Schedule of Events includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Thu, 04/10/25	8:00 AM - 5:00 PM	Breakout	Wheat Room			\$.00
Thu, 04/10/25	8:00 AM - 5:00 PM	Breakout	Homestead Room			\$.00
Thu, 04/10/25	8:00 AM - 5:00 PM	Breakout	River Room			\$.00
Thu, 04/10/25	8:00 AM - 5:00 PM	Breakout	Bison Room			\$.00

Thu, 04/10/25	8:00 AM - 5:00 PM	Breakout	Pioneer Room			\$0.00
Thu, 04/10/25	8:00 AM - 5:00 PM	Meeting	Sunflower Ballroom			\$0.00
Thu, 04/10/25	8:00 AM - 5:00 PM	Meeting	Shawnee Ballroom			\$1,500.00
Fri, 04/11/25	8:00 AM - 5:00 PM	Breakout	Wheat Room			\$0.00
Fri, 04/11/25	8:00 AM - 5:00 PM	Breakout	River Room			\$0.00
Fri, 04/11/25	8:00 AM - 5:00 PM	Breakout	Pioneer Room			\$0.00
Fri, 04/11/25	8:00 AM - 5:00 PM	Breakout	Bison Room			\$0.00
Fri, 04/11/25	8:00 AM - 5:00 PM	Breakout	Homestead Room			\$0.00
Fri, 04/11/25	8:00 AM - 5:00 PM	Meeting	Sunflower Ballroom			\$0.00
Fri, 04/11/25	8:00 AM - 5:00 PM	Meeting	Shawnee Ballroom			\$0.00
Sat, 04/12/25	8:00 AM - 5:00 PM	Breakout	Pioneer Room			\$0.00
Sat, 04/12/25	8:00 AM - 5:00 PM	Breakout	Wheat Room			\$0.00
Sat, 04/12/25	8:00 AM - 5:00 PM	Breakout	Homestead Room			\$0.00
Sat, 04/12/25	8:00 AM - 5:00 PM	Breakout	Bison Room			\$0.00
Sat, 04/12/25	8:00 AM - 5:00 PM	Breakout	River Room			\$0.00
Sat, 04/12/25	8:00 AM - 5:00 PM	Meeting	Shawnee Ballroom			\$0.00
Sat, 04/12/25	8:00 AM - 5:00 PM	Meeting	Sunflower Ballroom			\$0.00
Sun, 04/13/25	8:00 AM - 5:00 PM	Breakout	Pioneer Room			\$0.00
Sun, 04/13/25	8:00 AM - 5:00 PM	Breakout	Homestead Room			\$0.00
Sun, 04/13/25	8:00 AM - 5:00 PM	Breakout	Wheat Room			\$0.00
Sun, 04/13/25	8:00 AM - 5:00 PM	Breakout	Bison Room			\$0.00
Sun, 04/13/25	8:00 AM - 5:00 PM	Breakout	River Room			\$0.00
Sun, 04/13/25	8:00 AM - 5:00 PM	Meeting	Sunflower Ballroom			\$0.00
Sun, 04/13/25	8:00 AM - 5:00 PM	Meeting	Shawnee Ballroom			\$0.00

Specific meeting rooms cannot be guaranteed and are subject to change

GUARANTEED ATTENDANCE AND MENU SELECTIONS

Though this number will not affect the Agreed Minimum Food and Beverage Revenue figure noted below, the final attendance for your function must be received in writing by the event services office NO LATER THAN 12:00PM, five (5) working days before the date of the function. This will be the number for whom the Hotel will prepare food for the function. The Hotel cannot be responsible for service, accommodations or guaranteeing the same menu items for more than three percent over your guaranteed number of people. If a guarantee is not given to the Hotel by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 10 days prior to commencement of your Event. A Banquet Event Order will be sent to you to confirm all final arrangements and prices. If you do not advise Hotel of any corrections or changes to the Banquet Event Order by the date requested by Hotel, the Banquet Event Order will be considered accepted by you as correct. Group

will be responsible for the charges listed on the Banquet Event Order or the Agreed Minimum Food and Beverage Revenue figure, whichever is greater, plus applicable tax and service charges. Diagrams and identification of the Hotel's meeting space to be used for your Event may not be disseminated by the Group without the Hotel's prior approval.

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of Hotel and the following conditions:

SERVICE CHARGE

A service charge of **24%** (or the current service charge in effect on the day of the Event) will be assessed on all charges relating to your Event including, but not limited to, food and beverage, audio visual, connectivity, meeting room rental, labor fees and any other charges relating to your Event, plus any applicable state and/or local taxes. ***The Service Charge is the property of the hotel to cover discretionary costs of the event. It is not a gratuity and will not be distributed as a gratuity to the hotel's employees.*** We will endeavor to notify you in advance of your Event of any increases to the service charge should different amounts be in effect on the day of your Event.

AGREED MINIMUM FOOD AND BEVERAGE REVENUE

Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is **\$2,600.00**. This amount does not include service charges or taxes, if applicable, which are noted separately herein, and any additional requested function space or food and beverage shall be extra. If the Agreed Minimum Food and Beverage Revenue Figure is not met, any balance will be posted as a food and beverage attrition charge to your Master Account, plus applicable taxes and service charges.

OUTSIDE FOOD AND BEVERAGE

Due to applicable law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. Service fees will apply to any outside food or beverage served in our function space, regardless whether Hotel labor is required. Outside vendors shall be required to comply with (A) all applicable rules and regulations of Hotel for outside contractors, and (B) such additional directives as may be instituted by Hotel from time to time for the protection of the hotel and its occupants. These directives may include, without limitation, requirement of use of face masks, distancing, and protocols for the cleaning and sanitizing of areas and for the safe disposal of wastes.

AUDIO-VISUAL EQUIPMENT

Group agrees to work exclusively with Hotel or Hotel's exclusive audio-visual provider for Group's audio-visual needs. Any exceptions require Hotel approval and shall be subject to a Hotel fee equal to **25% of 3rd party total** plus tax applicable service charges and taxes will apply to all charges for audio-visual services, whether provided by the Hotel or Hotel's exclusive provider.

ROOM BLOCK AND SERVICES COMMITMENT

When you contract for a block of rooms and meeting facilities and for food and beverage services, those room nights, facilities and services are removed from our inventory and considered sold to you, and the Hotel makes financial plans based upon the revenues it expects to achieve from your full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell your contracted room nights, services or facilities if you do not use them, either as the result of a cancellation of your Event ("cancellation") or as the result of usage of less than your Total Contracted Rooms and/or contracted food and beverage services for the above Schedule of Events ("attrition"). In most instances, when groups do not use their contracted room nights or services, the Hotel is unable to resell those room nights or services and even when room nights or services are resold, they are generally not resold at the same rates, may be resold to groups which would have utilized the Hotel at another time, are resold to groups that do have the same needs as the original group, etc. Even when rooms or services may be resold, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms and facilities for other times. While your Room Block has been held out of our inventory, we may have turned away more lucrative groups in order to meet our commitment to you.

For all these reasons and others, the Parties agree that in the event of cancellation or attrition, the following charges, which represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from your Event above and beyond the revenue derived from the provision of room nights and food and beverage services, and because it is difficult to estimate the actual revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition

ATTRITION

We agree to allow for a **20%** reduction from the Agreed Minimum Room Night Revenue, provided that you make a written request for that reduction between now and 60 days prior to your Event ("Permitted Attrition"). At the conclusion of your Event, we will credit against the Agreed Minimum Room Night Revenue the guest room revenue derived from your Event, and also credit any Permitted Attrition. Any balance will be posted as a charge to your Master Account, plus applicable taxes and service charges.

CANCELLATION

It is understood that Hotel loses substantial revenue upon the Group's cancellation of an event. The amount of those losses is often difficult or impossible to determine. Hotel has set forth the following fee schedule in the event of cancellation. The parties agree that these fees are a fair and reasonable estimation of Hotel's loss as a result of cancellation. Group shall pay the cancellation fee as liquidated damages, plus applicable taxes, if Group cancels or is deemed to have cancelled the Event.

If any single function is cancelled, the Group is responsible for the meeting room rental and any other applicable charges associated with that function. The Group is still expected to meet the Agreed Minimum Food and Beverage Revenue. Group agrees to notify Hotel in writing within five (5) business days of any decision to cancel. If the entire Event is cancelled Group agrees to pay Hotel, as follows:

CANCELLATION FEES:

Cancellation Fee is based on Agreed Minimum Room Night Revenue and Agreed Minimum Food and Beverage Revenue, all other applicable Event charges (e.g., setup charges, audio visual charges, etc.), service charges and applicable taxes for a total amount of \$5,419.10.

Date of Decision to Cancel	Amount Due
Date of Agreement to 12 months prior	10% of Total Revenue / \$541.91
From 12 months to 6 months prior	25% of Total Revenue / \$1,354.78
From 6 months to 3 months prior	50% of Total Revenue / \$2,709.55
From 3 months to 31 days prior	75% of Total Revenue / \$4,064.33
30 days or less prior	100% of the Total Revenue / \$5,419.10

Your written notice of cancellation must be delivered to Hotel and may be made by facsimile or electronic transmission. Cancellation date will be considered the date such notification was received by Hotel. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

FORCE MAJEURE

Either party may cancel the Event without liability to the other party upon the occurrence of any event or circumstance beyond the control of such party, including acts of God, declared war in the United States, acts of terrorism in the city where the Hotel premises is located, government regulations, disaster, strikes or civil disorder, to the extent that such event or circumstance makes it illegal or impossible for Hotel to provide, or for groups in general to use, the premises of Hotel. The Event cannot be cancelled under this section because of general economic conditions, including (without limitation) any recession or governmental budget cut. Either party that wishes to cancel the Event pursuant to this section must provide written notice to the other party identifying the event or circumstance that is the basis for such cancellation as soon as practicable after learning about such event or circumstance. If the Event is duly cancelled under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

Impossibility: Neither party shall be responsible for failure to perform this Agreement if unanticipated circumstances beyond their control (including, but not limited to: acts of God; government regulation, including, but not limited to, government regulations prohibiting travel to the city in which the Hotel is located over the Event dates and/or the issuance of a “Level 3 Travel Warning” by the Centers for Disease Control that specifically advises travelers to avoid all non-essential travel to the city in which the Hotel is located and which travel advisory is in effect over the Event dates; terrorist attacks in the city in which Hotel is located; or declared war in the United States) make it illegal or impossible for Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

DEPOSIT AND PAYMENT REQUIREMENTS

If you wish to apply for credit, please complete the enclosed direct bill application form and return it with the signed Agreement. If you wish to pay by credit card, please complete the enclosed Credit Card Authorization form and return it with the signed Agreement.

Please note that any credit approvals will expire after 24 months. In addition, Hotel reserves the right to withdraw a prior credit approval if Group fails to pay in full charges associated with any prior event at the Hotel, or if there is any material adverse change in Group’s credit standing. If credit approval is withdrawn or expires, Group must make deposit payments in accordance with the below schedule, with Group paying any previously scheduled deposit amounts by the earlier of (A) five (5) days after the Hotel notifies Group of the withdrawal or expiration of credit, or (B) three (3) days prior to the date of the Event.

If credit is not established in advance by Group with Hotel and maintained, you must make payments in accordance with the below payment schedule. All deposits will be credited to Group’s Master Account.

Transaction Type	Charge Type	Date	Amount
	Deposit Due with Signed Agreement		\$1,083.82

Checks and money orders should be made payable to Hotel Topeka at City Center and be delivered to:

Hotel Topeka at City Center
Attention: Accounting Department
1717 SW Topeka Boulevard
Topeka, KS 66612

If any deposit payment is not made when due, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

In addition to any other amounts authorized by this Agreement, the following items shall be charged to the Master Account: food and beverage charges, meeting space rental charges service charges, attrition charges, cancellation charges, charges for third-party services and/or supplies arranged through the Hotel, audio-visual charges and any other charges billed to the Master Account at the request of the authorized representative of the Group, as designated by the Group in advance of the Event, plus applicable taxes and governmental charges. Group further agrees that all charges associated with use of the grounds, function space, facilities and services of the Hotel by its vendors shall be posted to the Master Account.

During the course of your Event, we would be pleased to meet with you each day at a mutually agreed upon time to review the charges applied to your Master Account and to keep it accurate and up to date. Please inform your Event Services Manager of a convenient time that you wish to establish for a daily meeting.

If credit was not established and maintained, any Master Account balance is due at the conclusion of the Event. Where credit was established and maintained, the Master Account balance will be invoiced to the Group within 10 days after the Event concludes and shall be due and payable by Group within 10 days after the date of invoice. Master Account charges may be paid in the form of cash, check or bank transfer. All deposits, balances or charges not paid when due will bear interest at the lesser of 1.5% per month or the maximum rate permitted by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to any amounts payable by Group under this Agreement, all costs associated with that collection action, including attorney's fees, shall be payable by Group and may be posted to the Master Account.

Individual guest accounts are paid via the credit card provided by the guest at check-in.

TAX EXEMPT STATUS

If Group maintains a tax-exempt status, Hotel must be provided with a valid exemption certificate no later than thirty (30) days prior to Group's arrival in order to be exempt from taxes. **Please note, tax exempt status pertains to the Master Account only.** Individual attendees are not tax exempt. Tax exempt status applies to sales tax only; other taxes may apply.

INSURANCE AND INDEMNIFICATION

Hotel and Group each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising out of its activities or relating to its respective obligations under this Agreement, with liability coverage of not less than \$2,000,000.00 per occurrence. Group's insurance policy shall name the **TOKS Associates LLC d/b/a Hotel Topeka At City Center** (collectively, the "Hotel Parties") as additional insureds. With respect to any claims or other liability for which Group is responsible, Group's insurance will be primary and not contributory to any insurance maintained by the Hotel Parties. Damage caused by the Group or its attendees or contractors will be the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in meeting rooms. Group will carry workers compensation coverage as required by law.

The Group shall indemnify, defend and hold harmless **TOKS Associates LLC d/b/a Hotel Topeka At City Center** and their respective officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's and/or its attendees', members', agents', employees', independent contractors' or exhibitors' negligence, including but not limited to claims arising out of the Group's distribution of pre-keyed room key cards, rooming lists or any other confidential information relating to its attendees.

ENTIRE AGREEMENT

This Agreement, and the appendices, attachments, addenda and exhibits attached hereto and hereby incorporated herein, constitutes the entire agreement between the Parties superseding any and all prior proposals, negotiations, representations, commitments and other communications between the Parties, whether oral or written, concerning the Event. This Agreement shall be deemed "accepted" and binding on the Parties only after it has been signed and delivered by a representative of the Group and thereafter by a representative of the Hotel. No representative of the Hotel is authorized to make any representation which varies from the express terms of this Agreement. This Agreement cannot be amended or supplemented except in writing signed by a representative of the Group and the hotel's Director of Sales or General Manager. Group shall present Hotel an executed version signed by Group's representative prior to [Friday, January 26, 2024](#).

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign and if applicable on behalf of Group/Client named above.

ACCEPTED AND AGREED TO:

Group: Mid-American Regional Convention of Narcotics
Anonymous

HOTEL:

TOKS Associates LLC d/b/a Hotel Topeka At City Center

By: _____

By: _____

Name: Wayne Simpson, Regional Facilitator

Name: Jennebelle Clark, Catering Sales Manager

Dated: _____

Dated: _____