

PROMOTIONAL CONSIDERATIONS

Ocean Creek Resort has the right to review and approve any advertisements or promotional materials in connection with the Group function which specifically reference a name or logo owned by Ocean Creek Resort.

Indemnification: To the extent permitted by law, each party agrees to protect, indemnify, defend and hold harmless each other and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Ocean Creek Resort.

Fire Safety: You agree to obtain at your own expense and provide copies to Ocean Creek Resort any and all necessary licenses, permits or approvals for your event, including but not limited to, licensing, Fire Marshal, Health Department, or other permits.

Auxiliary Aids: Ocean Creek Resort represents and you acknowledge that the Hotel/Resort facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with our public accommodation requirements under the American with Disabilities Act. You agree that you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space at least two weeks prior to your event. You agree to pay all charges in association with the provision of such aids by Ocean Creek Resort.

Amendments/Changes: The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both parties

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel/Resort is located. The law of the State in which the Hotel/Resort is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with Ocean Creek Resort's efforts to collect monies owed under the terms of this Agreement.

Force Majeure: No Party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity, and no other Party will have a right to terminate this Agreement in such circumstances.

Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

Acceptance: Rooms and Space will be confirmed on a definite basis with the return of your signed agreement by (Five days from date of contract). Failure to do so will result in rooms and function space being released and contract void.

Client Printed Mellie Hill DCFG
Client Signature Mellie T. Hill
Title Executive Director
Date 5/1/2020

Hotel/Resort Representative:
Signature: Gabrielle
March 20, 2020

Contract Concessions: We have noted your request for:

Cancellation: Ocean Creek Resort is holding the aforementioned rooms and space for the exclusive use by your group. You may cancel this agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation you agree to pay the below cancellation policy based upon total contracted revenues (Food, Beverage, and Meeting Room Rental):

Cancellation Policy

- 0-90 Days - 100% of estimated charges
- 179-91 Days - 50% of estimated charges
- 180 Days or more - 25% of estimated charges

Parking on site: Up to 20 parking passes allotted per day, over 20 cars must parking in overflow lot and take the shuttle to conference center. Guests staying on property this rule does not apply. Only Applies to guests coming onto property for the duration of the event. Parking passes are good for the date of the event until 11pm.

Function Payment: The entire payment is due 14 business days prior to your event in cash, credit card or certified check. If you pay by personal check, payment will need to be received two weeks prior to your function. We may terminate this agreement and retain the portion of your deposit or seek additional amounts necessary to equal the cancellation fee provided above if payment is not made as agreed. If you prefer all charges can be paid by credit card, Ocean Creek Resort accepts American Express, Master Card or Visa.

Overtime/Labor Charges: You agree to begin your event promptly at the scheduled start time and agree to have your guests, invitees and other persons vacate the designed event space at the end time indicated on your final Banquet Event Order. You also agree that the room set up will remain as agreed on your final Banquet Event Order. Should your event go over the contracted time or if on-site changes are requested, additional labor fees may be assessed.

Service Charge & Taxes: All food and beverage prices are subject to a 21% service charge and a 10.5% state tax (subject to change without notice). Meeting room rental and Audio Visual costs are subject to a 8% sales tax. (Note: Service Charges are subject to tax). Additionally a 15.5% liquor tax will be applied to all liquor purchases.

Outside Food and Beverage: Due to state law, you may not bring into the Hotel/Resort any food or beverages, with the exception of cakes, which must be provided from a licensed baker.

No food and beverage are permitted to be removed from your function room.

Loss/Damages: Ocean Creek Resort is not responsible for any loss or damage to property belonging to you or your attendees and does not maintain insurance covering it.

Displays and Decorations: For the safety of persons and property, no fireworks, incendiary devices or smoke machines may be used indoors at the Hotel/Resort. All displays and/or decoration will be subject to our prior written approval. Signs and banners are not permitted in the Hotel/Resort lobby without prior approval. In an effort to maintain appearances, the attachment of these items to function walls, floors, ceilings or curtains is also prohibited. Should these restrictions be of concern, please discuss them with your Catering Manager.

Should you require and rigging services for this event, all such services must be arranged through the in-house AV provider or the Hotel/Resort and you will be responsible for all costs associated therewith and regulations including compliance therewith.

Boxes: Ocean Creek Resort will gladly receive a reasonable number of materials for your function. Arrangements for delivery of packages should be made through the catering office. Receiving, handling and shipping charges may apply for larger packages. No COD packages will be accepted. All packages must have inside delivery. Please have packages labeled with Meeting Name, Catering Manager's name and date of meeting.

Security: If required in our sole judgment, in order to maintain adequate security measures in light of the size and/or nature of your function, you agree to provide, at your expense, security personnel supplied by a reputable licensed guard or security agency, which will be subject to our prior approval. Such security personnel may not carry weapons.

Conduct of Event: Group and Ocean Creek Resort agree to comply with all applicable federal, state and local laws including health and safety codes and federal anti-terrorism laws. Group and Ocean Creek Resort agree to cooperate with each other and any relevant governmental authority to ensure compliance with such laws. You assume full responsibility for the conduct of all persons in attendance at your event and for any damage done to any part of our premises during the time of your event.

Vacation MyrtleBeach

By Legacy Business Solutions

ROOMS AND CATERING CONTRACT

GENERAL INFORMATION:

Especially Prepared for:	Drum Circle Facilitators Nellie Hill PO BOX 222 Fulton, MD 20759	Group Code	
		Telephone/ Email:	410-733-4228 NTHILL@MAC.COM
By:	Ocean Creek Resort 10600 North Kings Hwy Myrtle Beach, SC 29572	Type	Individual Call In
Contact:	Gabrielle Lane DIRECT: (800) 789-3404 / (843) 361-6097 gabrielle@vacationmyrtlebeach.com FAX: 843-272-9606		Contract Date: March 13, 2020

A satisfied customer is our goal. Admittedly we believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This contract between Drum Circle Facilitators and Ocean Creek Resort is intended to be helpful to us both and result in your satisfaction with our performance.

These arrangements are being held until January 26, 2021.

Please note that it is the responsibility of your organization to notify Ocean Creek Resort if you need to extend your cut-off date

This contract will become a binding commitment once it has been signed by both Drum Circle Facilitators and Ocean Creek Resort.

ROOMS INFORMATION:

ROOM TYPE	RATE	Friday 2/26/21	Saturday 2/27/21	Sunday 2/28/21	Monday 2/29/21
Lodge Villa Studio	\$55.00++	20	20	20	about
Lodge Villa 1 Bedroom	\$61.00++	6	6	6	about
Lodge Villa 2 Bedroom	\$72.00++	6	6	6	about
Oceanfront 2 Bedroom	\$103.00++	2	2	2	about
Oceanfront 3 Bedroom	\$125.00++	2	2	2	about
	Total	36	36	36	about

Lodge Villa Studio - \$55.00 + resort fee + tax = \$78.40 per night

Lodge Villa 1 Bedroom - \$61.00 + resort fee + tax = \$85.12 per night

Lodge Villa 2 Bedroom - \$72.00 + resort fee + tax = \$97.44 per night

Oceanfront 2 Bedroom - \$103.00 + resort fee + tax = \$132.16 per night

Oceanfront 3 Bedroom - \$125.00 + resort fee + tax = \$156.80 per night

***Every attempt will be made to accommodate special requests for room types, and location, however, due to the arrival and departure patterns not all requests may be able to be fulfilled.

Guest Room Reservation Method: Reservations may be made by the individual guests making their own reservations at Ocean Creek Resort by calling 888-974-2065 and refer to the "Drum Circle Facilitators". A first nights stay deposit is due at the time of making your reservation.

Guest Room Guarantee: Our company recently implemented a 2.5% convenience fee for credit card transactions made in person. This fee applies to accommodations only and does not apply to purchases made at the resort, catered events, etc. We encourage our groups with master accounts to prepay in full prior to arrival or pay their master bill at the resort with a check or debit card to avoid this fee.

Individual Reservation Cancellation: Individual Reservations that decide to cancel will not receive their deposit back unless they have purchased the VIP Protection plan. VIP Protection is a vacation insurance that allows for refunds and changes to reservations. VIP Protection cost \$30.00 + tax and is non-refundable. If VIP Protection is purchased and the individual reservation is cancelled, the individual guest will receive their deposit back for their reservation less the \$30.00 + tax, purchased for the VIP Protection.

Cutoff Date: All reservations must be made with the Ocean Creek Resort by m/a. After this date, the reserved block of rooms will be released and reservations are based on availability only. No attrition.

Check-In/Out Time: Our check-in time is 4:00PM check-out time is 11:00AM. All guests arriving before this time will be accommodated as rooms become available.

Complimentary rooms:

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee may apply. If this occurs, please contact the sales office.

Event Billing and Guarantee: Kelsey O'Connor will be your contact in regards to your meeting and any catering needs. She can be reached at 843-272-9618 or banquets@oceancreek.com.

Deposits:

EVENT INFORMATION:

You will be asked to sign Event Orders confirming the specific room set up details before your event.

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Thursday	2/25/21	1:00pm	6:00pm	Conference		Conference	6	
Friday	2/26/21	All Day		Meeting		Theater	76	
Friday	2/26/21	12:00pm	2:00pm	Lunch		Rounds	76	
Friday	2/26/21	5:00pm	11:00pm	Dinner		Rounds	76	
Saturday	2/27/21	8:00am	11:00pm	Conference		Rounds	65	
Saturday	2/27/21	12:00pm	2:00pm	Lunch		Rounds	76	
Saturday	2/27/21	5:00pm	11:00pm	Dinner		Rounds	76	
Sunday	2/28/21	8:00am	3:00pm	Meeting		Rounds	76	
Sunday	2/28/21	12:00pm	2:00pm	Lunch		Rounds	76	
Sunday	2/28/21	8:00am	5:00pm	Meeting		Theater	62	

Food and Beverage Minimum: A (\$5,000) Food and Beverage Minimum (exclusive to service charge and taxes) has been agreed upon for the above event. If this total is not achieved additional room rental charge will be applied for the difference. The Food and Beverage Minimum requirement will need to be met regardless of the guaranteed number of attendees.

FOOD & BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on Ocean Creek Resort's property must be supplied and prepared by the Ocean Creek Resort. Likewise, no food or beverage is permitted to be removed from the Ocean Creek Resort by the guest. Ocean Creek Resort, as a licensee, is responsible to sell and service alcoholic beverages in accordance with all applicable liquor regulations. Ocean Creek Resort reserves the right to refuse the service of alcoholic beverages to any individual at any time.

All prices quoted are subject to change. All prices are guaranteed (90) ninety days prior to the function. Any changes to room setup or other similar arrangements on the day of the function may result in additional charges. All food and beverage prices are subject to a 21% service fee and a 10 1/2 % state tax (subject to change without notice).

The group must provide Ocean Creek Resort with an estimated number of event attendees upon commencement of this agreement. A final attendance figure must be provided 14 business days in advance of the scheduled event. This figure will be considered a guarantee, and is not subject to reduction. Should a count not be submitted, the expected number of guests as listed will prevail as the guarantee.

Ocean Creek Resort reserves the right to limit the volume of sound in any event space to acceptable limits.

Ocean Creek Resort reserves the right to inspect and control all events. Ocean Creek Resort cannot assume any responsibility for the personal property and equipment brought on to the premises. Ocean Creek Resort may request that the Group obtain and pay for bonded security personnel when valuable merchandise or exhibits are displayed or held overnight in Ocean Creek Resort or when an event attended by 100 persons or more is to occur. Group is responsible for the arrangements and all expenses of shipping materials, merchandise, exhibits, or any other items to and from Ocean Creek Resort. Ocean Creek Resort must be notified in advance of shipping arrangements to insure proper acceptance of these items upon arrival at Ocean Creek Resort. Ocean Creek Resort is not responsible for lost or stolen items.

Room Rental: The meeting room rental fee is \$250.00 + tax for the entire retreat. Revisions from the original contract may necessitate a revision in room rental fees. Applicable tax is added to all room rental fees.

Guarantee of Event Charges: At least 72 hours (three business days) before your event you must inform us, in writing of the exact number of people who will attend your event. After this time the number of attendees may not be reduced. The arrangements set forth on your Banquet Event Orders will serve as the final arrangements for your event. The services, products, fees etc., as noted will be provided at the time of your event and you will be charged based on the event guarantee that you give us or the number of people indicated at the time you signed the sales agreement.