

### **GROUP SALES AGREEMENT**

Staybridge Suites Flowood – NW Jackson 2620 Lakeland Drive Flowood, Mississippi 39232

### **DESCRIPTION OF GROUP AND EVENT**

The following represents an agreement between the Staybridge Suites Flowood – NW Jackson and Mississippi Library Commission and outlines specific terms, conditions, and services to be provided.

**ORGANIZATION: Mississippi Library Commission** 

**CONTACT:** 

Name: Sharon Davis

Title: Library Development Director Phone Number: (601) 432-4005 E-mail Address: sdavis@mlc.lib.ms.us

**NAME OF EVENT: Mississippi Library Commission** 

### **OFFICIAL PROGRAM DATES:**

Arrival: 11/13/24 Departure: 11/15/24

### **GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide, and Mississippi Library Commission agrees that it will be responsible for utilizing, room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Room Type	# of Rooms	Group Block Rate	
Single Queen Suite	35	\$104.00	
Double Queen Suite	13	\$114.00	

Hotel room rates are subject to applicable state and local taxes in effect at the time of check in.\*

### COMMISSION

Group is non-commissionable

### **METHOD OF RESERVATIONS**

Rooming List Reservations must be made by cut-off date – Friday, 11/1/24

### **GUARANTEED RESERVATIONS**

All reservations must be guaranteed with a major credit card or by Mississippi Library Commission. Hotel will not hold any reservations unless secured by one of the above methods. Individual reservations may be cancelled up to 24 hours prior to the date of arrival to avoid no show or cancellation charges. The no-show/cancellation fee is one night's room charge.

Please note a check-in time of 3:00pm and check-out time of 11:00am. For added convenience baggage storage can be arranged at any time for our guests.

<sup>\*</sup>Group is tax exempt

### **CUT-OFF DATE**

Reservations must be made received on or before 11/1/2024 (the "Cut-Off Date"). At the Cut-Off Date, Hotel will review the reservation pick up for the Event, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space--and rate-available basis at the Mississippi Library Commission group rate after this date.

### **BILLING ARRANGEMENTS**

The following billing arrangements apply: Direct Billed to Mississippi Library Commission

### **CANCELLATION POLICY**

Provided that Mississippi Library Commission timely notifies Hotel of the Cancellation, and all individual reservations are cancelled at least 24 hours prior to the date of arrival, Hotel agrees not to seek damages from Mississippi Library Commission relating to the Cancellation.

### CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT

Any changes, additions, stipulations, or deletions including corrective lining out by either Hotel or Mississippi Library Commission will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

### **MUTUAL INDEMNIFICATION**

Group agrees to indemnify, defend and hold harmless the Hotel, the Hotel owner, the Hotel Manager, IHG, and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the purchase of food and the preparation or serving of food to Hotel guests by persons other than Hotel employees. MLCQL Staybridge Suites MLCQL Staybridge Suites MLCQL Staybridge Suites MLCQL

Hotel agrees to indemnify, defend and hold harmless the Group, attendees, and each of their respective subsidiaries, affiliates, officers, directors, employees and agents from and against all liability, claims, actions, causes of action, suits, demands, damages, judgments, costs, losses and expenses, including reasonable attorney's fees, to which any of the above-named parties may be subject, including, but not limited to, any claim for any injury to or the sickness or death of any person or persons, or for damages to property or otherwise, arising from, connected with or related to the Group/Event.

### **IMPOSSIBILITY OF PERFORMANCE**

This agreement will terminate without liability to either party if substantial performance of either party's obligation is prevented by an unforeseeable cause reasonably beyond that party's control. Such causes include, but are not limited to, acts of God; acts, regulations, or orders of governmental authorities; fire, flood or explosion; war, disaster, civil disorder, curtailment of transportation facilities, or any other emergency making it illegal, or otherwise impossible to provide the facilities of the services or to hold the meeting. Any delay in necessary and essential construction or renovation of the Hotel; strike, lockout, or work stoppage or other restraint of labor, either partial or general from whatever cause.

### **ARBITRATION**

The parties agree that any and all claims, controversies or disputes between the parties which arise out of or relate in any way to this Agreement or a breach hereof and which the parties are unable to resolve informally shall be submitted to binding arbitration in Flowood, to be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other dispute resolution provider as otherwise agreed to by the parties. The parties expressly agree that this arbitration shall be final and binding on the parties and judgment may be entered upon the award and may be enforced by appropriate judicial action in any state or federal court having jurisdiction thereof. In this connection, the parties hereby submit themselves to the jurisdiction of the State of Mississippi. The parties agree that the arbitrator shall adhere faithfully to the laws of the State of Mississippi and that the arbitrator shall award to the prevailing party in arbitration the reasonable attorney's fees and costs expended in connection with any arbitration conducted under this provision.

MLColor Staybridge Suites

### LITIGATION EXPENSES

### **ACCEPTANCE**

**SIGNATURES** 

Date:

Prior to execution by both parties, this document represents an offer by the Hotel. Unless the Hotel otherwise notifies Mississippi Library Commission at any time prior to Mississippi Library Commission's execution of this document, the outlined format and dates will be held by the Hotel for Mississippi Library Commission on a first-option basis until 10/28/24. If Mississippi Library Commission cannot make a commitment prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed version of this Agreement prior to 10/28/24 or upon Hotel's acceptance of a fully executed version of this Agreement after such date, it will be placed on a definite basis and will be binding upon Hotel and Mississippi Library Commission.

Hotel and Mississippi Library Commission have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

# Approved and authorized by: Name: Signature: Oct 25, 2024 Approved and authorized by Hotel: Name: Larissa Wilson Title: Regional Sales and Revenue Manager Signature: 10/22/2024

# Contract FY2025 - Staybridge Suites - Symposium - redline

Final Audit Report

2024-10-25

Created:

2024-10-25

By:

Bobbie Green (bgreen@mlc.lib.ms.us)

Status:

Signed

Transaction ID:

CBJCHBCAABAAEGZIUuPl5WVnlvYlSDuj0EQ-w51mHckR

# "Contract FY2025 - Staybridge Suites - Symposium - redline" Hi story

- Document created by Bobbie Green (bgreen@mlc.lib.ms.us) 2024-10-25 2:20:15 PM GMT
- Document emailed to Jennifer Lena (jlena@mlc.lib.ms.us) for signature 2024-10-25 2:22:20 PM GMT
- Email viewed by Jennifer Lena (jlena@mlc.lib.ms.us) 2024-10-25 2:23:24 PM GMT
- Ø Document e-signed by Jennifer Lena (jlena@mlc.lib.ms.us)
  Signature Date: 2024-10-25 2:24:05 PM GMT Time Source: server
- Document emailed to Larissa Wilson (larissa@revdynamicservices.com) for filling 2024-10-25 2:24:06 PM GMT
- Email viewed by Larissa Wilson (larissa@revdynamicservices.com) 2024-10-25 3:28:35 PM GMT
- Form filled by Larissa Wilson (larissa@revdynamicservices.com)
  Form filling Date: 2024-10-25 3:29:12 PM GMT Time Source: server
- Agreement completed.

  2024-10-25 3:29:12 PM GMT

## Mississippi Library Commission- Contract Request - FY25 (July 1, 2024 - June 30, 2025)

All initial contract requests and renewals or amendments to contracts must have this form completed.

Date of Request:	Monday, October 21, 2024			
Description of Contract:				
This contract is to p	provide overnight lodging for Public Library Directors' Symposium attendees on the nights of November 13th and			
Initial Request/Ren	newing/Amending:			
Awarding	C Renewing C Amending			
Contractor Name:	Staybridge Suites Hotel			
Contractor Addres	s: 2620 Lakeland Dr, Flowood, MS 39232			
Total Contract Awa	ard: \$10,244.00			
Period of Services				
Start: Wednesday	November 13, 2024 to End: Friday, November 15, 2024			
<b>Purpose</b> (attach a coope of	detailed scope of work if initial request; if renewal or amending include justification and any cost increases or changes work):			
applied. MLC will r Staybridge Suites fo	Hotel will provide overnight lodging for attending directors on November 13th and 14th, 2024 with tax exemption notify Staybridge Suites of finalized name and room list and number of required rooms by November 1st and will pay or up to 35 studio queen suites L(\$104 each) and 13 two queen one bedroom suites (\$114 each) for the nights of d 14th via Direct Bill.			
Analysis Describing	Award, Renewal, or Amendment of Contract (include specifications, quotes, and/or scoring criteria if applicable)			
Staybridge Suites Hotel is able to offer a large number of rooms at a government rate, is conveniently I ocated within a 10-minute drive the the Mississippi Library Commission, and previously has provided excellent service.				
Type of Contract:				
☐ Sole Source ☐ Emergency ☐ Competitive ⑥ Other  If selecting "other," provide detailed explanation:				
Below statuatory th	nreshold			
Requested by: Sha	ron Davis, Library Development Director			
Deputy Director Approval:				
Administrative Services Approval: Lynn Buris (Cet 26, 2024 10:24 CDT)				
Executive Director	Approval (if applicable): Jennifer Lena [Included Lena (Included L			

Contracts over \$10,000 require Executive Director's Signature

Approval of this agreement is only the initial step in the contract process. In order to establish a valid contract, a formal agreement will be developed by Business Services and the agreement will be signed by the Contractor and the Mississippi Library Commission.				

# FY2025 Contract Request - Staybridge Suites -Symposium

Final Audit Report

2024-10-26

Created:

2024-10-25

By:

Bobbie Green (bgreen@mlc.lib.ms.us)

Status:

Transaction ID:

CBJCHBCAABAA1Rusi6-JXdYzi503rVZW1U3pHJ5ktRBA

# "FY2025 Contract Request - Staybridge Suites - Symposium" Hi story

- Document created by Bobbie Green (bgreen@mlc.lib.ms.us) 2024-10-25 - 2:32:16 PM GMT
- Document emailed to Jennifer Lena (jlena@mlc.lib.ms.us) for signature 2024-10-25 - 2:32:57 PM GMT
- Email viewed by Jennifer Lena (jlena@mlc.lib.ms.us) 2024-10-25 - 2:33:56 PM GMT
- Document e-signed by Jennifer Lena (jlena@mlc.lib.ms.us) Signature Date: 2024-10-25 - 2:34:13 PM GMT - Time Source: server
- Document emailed to Lynn Burris (Iburris@mlc.lib.ms.us) for signature 2024-10-25 - 2:34:14 PM GMT
- Email viewed by Lynn Burris (lburris@mlc.lib.ms.us) 2024-10-26 - 3:24:09 PM GMT
- Ø Document e-signed by Lynn Burris (Iburris@mlc.lib.ms.us) Signature Date: 2024-10-26 - 3:24:35 PM GMT - Time Source: server
- Agreement completed. 2024-10-26 - 3:24:35 PM GMT