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OMNI

SEVERIN

**SHORT-FORM AGREEMENT BETWEEN
Omni Severin Hotel and Ball State University**

This Agreement is made this 16 day of February, 2024, between Ball State University ("Group") and Omni Hotel Management Corporation as agent for the owner of Omni Severin Hotel ("Omni").

GUEST ROOM BLOCK: Omni is pleased to offer the following accommodations for your event:

GENERAL INFORMATION:			
Especially Prepared for:	Ball State University	Global Sales Contact:	N/A
Function:	2024 State Certification Testing of Election Systems National Conference	Hotel:	Omni Severin Hotel
Contact:	Austin Bilbrey 2000 W. University Ave., Muncie, Indiana 47306 Phone Number: (765) 285-8784 Email: atbilbrey@bsu.edu	Hotel Contact Information:	Jenna Robertson Sales Manager 40 West Jackson Place Indianapolis, IN 46225 Phone Number: (317) 396-3646 Email: jenna.robertson@omnihotels.com

Omni Severin Hotel - 2024 State Certification Testing of Election Systems National Conference			
	Sun 6/23/2024	Mon 6/24/2024	Tue 6/25/2024
Deluxe Kings	25	25	25
Deluxe Doubles	15	15	15

TOTAL ROOM BLOCK RESERVED: 120

GUEST ROOM RATES: Omni is pleased to confirm the following group rates for your event.

Omni Severin Hotel - 2024 State Certification Testing of Election Systems National Conference USD				
	Single Rate	Double Rate	Triple Rate	Quad Rate
Deluxe Kings	199.00	199.00	219.00	239.00
Deluxe Doubles	199.00	199.00	219.00	239.00

All room rates are quoted exclusive of appropriate state and local taxes, fees and assessments, currently 17% and are subject to change without notice.

RESERVATION METHOD: All reservations will be made through the method indicated below and will be submitted to Omni on or before the cut-off date.

Rooming List ☐

Individual Call-In ☐

Customized Landing Page ☒

All reservations guaranteed that fail to arrive on the scheduled arrival date will be considered No-Shows and a charge of one nights room and tax will apply.

CHECK-IN/CHECK-OUT: Check-in time is 4pm and check-out time is 12pm. Omni will make every effort to accommodate requests but cannot guarantee an early check-in or late departure.

CUT-OFF DATE: The cut-off date for accepting reservations into this room block is **Friday, May 24, 2024**. Reservation requests received after 5:00PM local time at the Hotel on the cut-off date will be accepted based on guest room availability at the prevailing transient rates. At time of cut-off, all unused rooms and suites will be automatically released for general sale.

EARLY DEPARTURE FEE: An early departure fee of one night's room and tax will apply if an attendee checks out prior to their checkout date.

CONCESSIONS: Hotel will provide the following concessions if at least 90% of the Room Block is consumed:

1.	Complimentary guestroom Wi-Fi
2.	One (1) Suite upgrade, hotel's choice, at the group rate
3.	One (1) complimentary VIP welcome amenity, \$50 value, Chef's choice
4.	A 10% discount on in-house AV equipment rental
5.	No fees upon group bringing in outside AV equipment rental
6.	Complimentary meeting space based on group achieving a \$15,000.00++ F&B minimum

FUNCTION SPACE AND FOOD AND BEVERAGE

Omni has reserved meeting and function space for your program as outlined on the attached schedule of events below. Due to licensing requirements and for quality control, all food and beverage served at the hotel must be supplied and prepared by Omni.

Group will spend a minimum of \$15,000.00 on food and beverage for the event. Menu prices will be confirmed on Banquet Event Orders (BEOs). If a BEO is not signed, Omni's prevailing rates will apply. A service charge, currently 25% of the total banquet food & beverage and rental charges (plus all applicable taxes) will be added to all banquet food & beverage and rental charges. Included as part of the service charge is a gratuity currently 9% of total banquet food & beverage and rental charges. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Function & Event space rental: **WAIVED**

SCHEDULE OF EVENTS:

Date	Start Time	End Time	Function	Room	Setup	Agr
Monday, June 24, 2024	8:00 AM	9:00 AM	Continental Breakfast	Fisher Ballroom	Flow	100
Monday, June 24, 2024	8:00 AM	5:00 PM	All Day Beverages	Fisher Ballroom	Flow	100
Monday, June 24, 2024	8:00 AM	5:00 PM	General Session	Fisher Ballroom	Classroom 3 per 6	100
Tuesday, June 25, 2024	8:00 AM	9:00 AM	Continental Breakfast	Fisher Ballroom	Flow	100
Tuesday, June 25, 2024	8:00 AM	5:00 PM	All Day Beverages	Fisher Ballroom	Flow	100
Tuesday, June 25, 2024	8:00 AM	5:00 PM	General Session	Fisher Ballroom	Classroom 3 per 6	100
Tuesday, June 25, 2024	12:00 PM	5:00 PM	Breakout 4	Purdue	Rounds	20
Tuesday, June 25, 2024	12:00 PM	5:00 PM	Breakout 2	Meridian	Rounds	20
Tuesday, June 25, 2024	12:00 PM	5:00 PM	Breakout 1	Fisher Ballroom	Rounds	25
Tuesday, June 25, 2024	12:00 PM	5:00 PM	Breakout 3	Notre Dame	Rounds	20

Omni reserves the right to reassign the space listed on the Schedule of Events to accommodate both the Group and all other groups using the hotel's facilities over the Group's meeting dates.

AUDIO VISUAL:

Omni Hotels and Resorts has a preferred in-house Audio Visual department relationship with Pinnacle Live. We maintain a well-trained and professional on-site staff and an expansive inventory of the most technically advanced equipment and services to support your audio-visual, sound, lighting, video, rigging, power, and high-speed internet access needs.

If you choose to use a third-party supplier for your event's technology needs, charges for load-in and load-out supervision and house system technical assistance will apply. Omni Hotels and Resorts reserves the right to approve all outside contractor(s). Certificates of

insurance and liability release will be required at a minimum. All outside contractors must adhere to Omni's published Audio Visual Services Standards/Production Guidelines requirements.

To ensure proper use and function of house sound systems, Omni reserves the right to:

1. Supply all audio support whenever the use of the in-house sound systems is utilized.
2. Supply all wireless microphones to ensure all utilized frequencies are managed appropriately.

Pinnacle Live is the exclusive provider of all rigging, power, and breakout room equipment & labor. All rigging performed within the meeting space will be designed per specification, installed, and removed exclusively by Pinnacle Live. Power and rigging requirements must be stated in writing a minimum of 30 days prior to the event's installation date. Breakout rooms are defined as rooms associated with a General Session held within a ballroom and are not intended for small independent meetings that are not associated with a larger meeting or in conjunction with a primary function. It is Pinnacle Live's goal to not inhibit small event breakouts and to allow these types of events to be managed by their own breakout AV, whether through Pinnacle Live or their own provider. However, to assure quality, efficiency, and protection of hotel assets Pinnacle Live must be the provider of all breakout equipment and labor in-house for production group business breakouts.

Pinnacle Live is the exclusive provider of all high-speed internet and networking requirements within the meeting and hotel public space. Third-party HSA provisioning is strictly prohibited without prior written consent and arrangement with Omni Hotels & Resorts and Pinnacle Live.

Any Audio Visual discounts or concessions are contingent upon Group utilizing Pinnacle Live as their sole Audio Visual provider for their event. Audio Visual discounts provided are for all audio-visual equipment owned, in stock, and available. The discount does not apply to labor, sub-rental items, service charges, and tax.

The Group agrees to allow Pinnacle Live the opportunity to submit a proposal for the Group's audio-visual requirements over the meeting dates.

PAYMENT OPTIONS: Payment will be made by the party indicated below:

Guest rooms (including taxes, and no-show and early departure fees):	☐ Group	☒ Guests
Event Food & Beverage (including taxes, service charges, and administrative charges):	☒ Group	☐ Guests
Incidental charges:	☐ Group	☒ Guests

DEPOSIT SCHEDULE: Based on the groups estimated master account charges, the group agrees to the following advance deposit schedule:

Transaction Type	Charge Type	Date	Amount
Initial Deposit Due March 15, 2024			\$25,000.00

100% of all estimated master account charges are due 14 days prior to arrival.

All charges posted to your master account should be approved in writing by you or your authorized designee. We would like to review the account with you daily to eliminate discrepancies.

PAYMENT: Group will advise Omni of its expected method of payment with agreement signature. The Hotel accepts cash, check, ACH or wire transfers for payment. If Group requests paying using a credit card honored by Omni, a valid credit card must be provided to Omni no later than 03/15/2024 and any additional charges that the Group is responsible for will be charged to the specified card at such time. Upon application and review by Omni, Omni may elect to extend direct billing privileges for a portion of the master account to Group. If direct billing has been established, payment of all undisputed outstanding balance of Group's master account is due within thirty (30) days of Group's receipt of invoice from Omni. DB accounts may be settled by cash, check, ACH or wire transfers. For approved DB accounts paying by cash, check, ACH or wire transfer Omni Hotels and Resorts will offer a 1% discount for clients that pay in 15 days terms. Clients who do not elect the early pay discount must accept net 30 terms.

WIRE FRAUD ADVISORY: If your Group has a deposit or payment transaction with Omni Hotels & Resorts and you receive an email containing NEW or REVISED wiring instructions, DO NOT respond to the email. Instead, call your account team or relationship manager immediately, using a previously provided phone number or email address, to verify instructions prior to sending funds. DO NOT use any contact information provided in the suspected phishing email!

Once requested by you, the Hotel will send specific wiring instructions directly to you in secure email communication noted by this icon  and an information advisory indicator, such as:  Encrypt-Only - This message is encrypted. These instructions will never change.

If you are ever in doubt about an email or wiring instructions, please call your account team or relationship manager at the Hotel. The following website www.omnihotels.com may also be used to obtain contact information.

GUESTROOM PERFORMANCE CLAUSE: The Property is reserving the Room Block in reliance upon receiving a certain level of guestrooms revenue, exclusive of food and beverage charges, meeting room rental, and other non-room charges. This Agreement is based in part on Group's use of 120 room nights. The Group is responsible for 90% of the total room block per day.

Should your actual Room Block pick-up fall short of 90% of the total room block per day, Group agrees to pay the Property the group's average rate, (calculated on the entire actualized groups block, excluding contracted complimentary and discounted staff rooms), set forth in this Agreement, per day, plus applicable taxes, resort fees, for each room below the allowed reduction that is not utilized by Group. The Parties agree that these sums are not a penalty and represent a reasonable effort on behalf of the Property to establish its loss prospectively and represent liquidated damages. These charges will be posted to the Group Master Account.

Property agrees to use reasonable efforts to resell the Group rooms not used in the room block and credit the revenue, less the reasonable costs incurred by the Property to resell the rooms, against the Property's damages set forth above, in an amount not to exceed the full amount of such damages. All resold rooms will be calculated on the difference between the contracted rate and the actual resold rate.

OMNI SELECT PLANNER FOR GROUP PLANNERS: Omni Select Planner rewards, awarded through the Omni Select Guest® program, are available to planners for qualified bookings through the group sales departments of participating Omni Hotels & Resorts. The client acknowledges that Award and Tier Credits have been earned in connection with all applicable contracted group revenue sources, including rooms, banquet and rental purchased under this contract, and that the client consents to the awarding of such credits to the individual listed below. Credits will be awarded to the designated member account according to the Omni Select Planner and Select Guest program terms and conditions.

Member Name

Select Guest Membership Number

CANCELLATION: Group agrees that should it cancel its event for any reason, including changing its meeting site to another Hotel, that Property will suffer damages. The closer to the date of your event that a cancellation occurs, the less likely it is that the Property will be able to replace any or all of your business with comparable business. Therefore, the parties agree that the Group will pay as liquidated damages to the Property immediately upon notice of cancellation a percentage of the total revenues anticipated by the Property for your event from sleeping rooms and food and beverage events set forth in your program as follows:

Cancellation from contract signature through April 12, 2024 (75% of total room nights @ \$199.00 + 75% of food & beverage guarantee)	\$29,160.00
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Cancellation after April 12, 2024 (100% of total room nights @ \$199.00 + 100% of food & beverage guarantee)	\$38,880.00
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These payments may be subject to the applicable taxes.

Property will not consider notice of cancellation valid and will not release accommodations held until written notice of cancellation and payment of the liquidated cancellation damages are received, therefore delay in payment may result in higher damages owed.

LAWS AND POLICIES: Group will comply with all applicable laws and Omni rules and policies.

INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

FORCE MAJEURE: The performance of this Letter of Agreement is subject to acts of God, war, government regulations, domestic terrorism, epidemic or pandemic, quarantine, disaster, strikes, civil disorder, curtailment of transportation facilities, government (federal, state or local) imposed gathering restrictions/ordinances or any emergency beyond the parties' control; any of which render it illegal or impossible to perform their obligations under this Agreement.

In the case of a Force Majeure event, the non-performing party may terminate this Agreement, without liability, upon written notification. In the event of such termination, the group will in good faith, attempt to rebook the same program or a group of similar size within twelve (12) months of official notice of cancellation.

PARKING: There is a charge for both daily and overnight valet parking. The hotel does not offer a self-park option. The current daily parking rate is \$40.00 per vehicle for less than 6 hours and \$53.00 per vehicle for more than 6 hours. The current overnight valet rate is \$53.00 and oversized vehicles (vans, large SUV's, large trucks) are at a nightly rate of \$57.00 per day with in and out privileges. The parking rates that are in effect during the dates of your meeting may be greater or less and, will be applicable to those that choose to park in the hotel parking facility.

The sleeping rooms, function space, and food & beverage events listed in this Agreement will be considered definite commitments upon signing of this agreement by both parties and will be subject to all terms and conditions set forth. You will be asked to sign Event Orders confirming the details of your events. Faxed or scanned signatures will be accepted. The persons signing below agree that they are authorized representatives of the above indicated Group and Omni who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties. To accept this agreement, please sign and return the enclosed copy by **Friday, February 23, 2024**.

Ball State University

The Georgia Street Hotel Partnership, L.P.
d/b/a Omni Severin Hotel

By: Omni Hotels Management Corporation, its agent.

By: 
Office of Indiana Secretary of State - Designee

Jerold Bonnet
DEPUTY SECRETARY OF STATE
Date: 2/16/24

By: _____
Jenna Robertson
Group Sales Manager

E-Signed: 02/19/2024 07:39 AM CST
Jenna Robertson
jenna.robertson@omnihotels.com
IP: 12.69.207.66
Certifi Electronic Signature
DocID: 20240219073507747

Date: 02/19/2024

By: _____
Celia Eagan
Associate Director

E-Signed: 02/19/2024 08:44 AM CST
Celia Eagan
celia.eagan@omnihotels.com
IP: 12.69.207.66
Certifi Electronic Signature
DocID: 20240219073507747

Date: 02/19/2024



OMNI SEVERIN HOTEL
40 W JACKSON PLACE
INDIANAPOLIS, IN 46225
PHONE: 317-634-6664
FAX: 317-687-3612
TAX ID #35-1745114

Invoice #060924BALSCTESN

2024 State Certification Testing of Election Systems National Conference

	Amount
Initial Deposit	\$ 25,000.00

Amount Due by 03/15/2024: \$ 25,000.00

EDS A27-24-018

VSTED SCTESNC
CONFERENCE JUNE '24

OK

Pinnacle Live
1500 W. Shure Drive Suite 100
Arlington Heights Illinois 60004



Scope of Work

Invoice to:		Event Location:	Job # 265996
Ball State University 2000 W University Ave Muncie IN 47306 Contact: Austin Bilbrey Phone: (765) 285-8784 Email: atbilbrey@bsu.edu		Omni Severin Hotel 40 W Jackson Pl, Indianapolis Indiana 46225 Primary Hotel Contact: Jenna Robertson	Order Status: Tentative Order Date: 2/14/2024 Sales Person: Darin Atkinson Email: Darin.Atkinson@pinnaclelive.com
Event Start Date		Event End Date	Job Modified
6/24/2024		6/25/2024	Feb 14 2024 12:15PM
JOB DESCRIPTION: Ball State University			

Fisher Ballroom

Start: Jun 24 2024 8:00AM

Event: Jun 24 2024 8:00AM

End: Jun 25 2024 5:00PM

Quantity	Description	Duration	Price	Discount	Subtotal
Wifi					
1	Connectivity Simplified by Pinnacle Live 4Mbps WIFI Per Attendee	2 Days	\$10.00	\$0.00	\$20.00
Audio					
1	Wired Gooseneck Podium Microphone	2 Days	\$90.00	(\$18.00)	\$162.00
1	4ch Hybrid Audio Mixer	2 Days	\$90.00	(\$18.00)	\$162.00
1	12" Powered Speaker	2 Days	\$145.00	(\$29.00)	\$261.00
Projection					
1	Laser Projector, 5,000 Lumens	2 Days	\$475.00	(\$95.00)	\$855.00
1	Fast Fold Screen Package 6'x10'	2 Days	\$290.00	(\$58.00)	\$522.00

Fisher Ballroom Total: **\$1,982.00**

Product Subtotal:	\$2,200.00
Discount:	(\$218.00)
Product Total:	\$1,982.00
Service Charge:	\$545.00
Job Total:	\$2,527.00

OMNI HOTELS®

severin | indianapolis

2024 SCTESN

Cost Estimate based on 6.24-26.24 - Fisher Ballroom, Meridian, Notre Dame & Purdue

Guest Count: 100

Food and Beverage Minimum: \$15,000.00

Room Rental: WAIVED upon achieving F&B minimum

Number of days: 2

<u>Local Continental</u>	<u>Continental Breakfast</u>	Quantity		Price	Subtotal
		100	x	\$40.00	\$4,000.00

Seasonal sliced fruit display, Local superfood cereals with milk, Pastries, muffins, croissants, Breads, bagels, Yogurt & granola, scrambled eggs

All Day Beverage Choice 8 Hour Package

Stance regular & decaffeinated coffee, assorted Numi hot teas, iced tea, soft drinks, bottled still water, sparkling water

100 x \$40.00 \$4,000.00

Local Continental

Seasonal sliced fruit display, Local superfood cereals with milk, Pastries, muffins, croissants, Breads, bagels, Yogurt & granola, scrambled eggs

100 x \$40.00 \$4,000.00

All Day Beverage Choice 8 Hour Package

Stance regular & decaffeinated coffee, assorted Numi hot teas, iced tea, soft drinks, bottled still water, sparkling water

100 x \$40.00 \$4,000.00

Sub Total F&B

\$16,000.00

Tax (9%)

Service Charge (25%)

\$4,000.00

Total F&B

PLANNED LIVE AV

2,527.00

TOTAL EST: \$22,527.00

(This is a cost estimate only! Menu items and prices are strictly a suggestion and are subject to change.)

*Estimate based on 2023 pricing.