



RIVER SPIRIT CASINO RESORT  
GROUP SALES AGREEMENT  
OKLAHOMA ACADEMY OF PHYSICIANS ASSISTANTS 2023

September 27, 2021

Susan Thomas  
Executive Director  
Oklahoma Academy of Physician Assistants  
PO Box 1132  
Oklahoma City, OK 73101

Phone: 405-990-9353

Susan, we are delighted to have you back with us at *River Spirit Casino Resort* for your Conference! This Agreement constitutes the entire agreement between River Spirit Casino Resort and **Oklahoma Academy of Physician Assistants**. River Spirit Casino Resort and **Oklahoma Academy of Physician Assistants** are, hereinafter, sometimes collectively referred to as the "Parties". The rooms and space outlined is being held on a Prospect basis, with a "first-refusal option", until River Spirit Casino Resort Sales Department receives the signed original of this Agreement on the option date of **September 30, 2021**.

**ADDRESS FOR NOTICES**

All notices and/or deposits required hereunder shall be sent to the following addresses:

**A. Oklahoma Academy of Physician Assistants**

Susan Thomas  
Executive Director  
Oklahoma Academy of Physician Assistants  
PO Box 1132  
Oklahoma City, OK 73101  
[susan-thomas@okpa.org](mailto:susan-thomas@okpa.org)  
405-990-9353

**B. RIVER SPIRIT CASINO RESORT**

Daren Ward  
Resort Sales Manager  
River Spirit Casino Resort  
P.O. Box 700833  
Tulsa, Oklahoma 74170  
[Daren.Ward@riverspirittulsa.com](mailto:Daren.Ward@riverspirittulsa.com)  
918-995-8536

The parties agree that notices sent by facsimile or email transmission with a receipt of confirmation will be deemed an acceptable notice and that signatures sent via facsimile or email will be deemed as valid as originals.

**GUEST ROOM COMMITMENT**

River Spirit Casino Resort can accommodate the following room commitment for September 12-16, 2023, based on single or double occupancy, in effect during the groups' event. All rates are subject to six (6%) percent Resort Fee; subject to change without notice.

ROOMS	Rate	Tues 09/12	Wed 09/13	Thu 09/14	Fri 09/15
Standard Rooms	\$149.00	50	115	110	15
Signature Suite	\$249.00	5	5	5	5

**TOTAL ROOM NIGHTS RESERVED 310**

River Spirit Casino Resort is holding the outlined standard, run-of-the-house, guest rooms and does not guarantee specific room type availability.

Reservation requests for additional nights not included in **Oklahoma Academy of Physician Assistants's** room block will be accepted on a "group space available" basis at River Spirit Casino Resort's **prevailing guest room rate**.

River Spirit Casino Resort is holding the outlined standard, run-of-the-house, guest rooms and does not guarantee specific room type availability. Reservation requests for additional nights not included in **Oklahoma Academy of Physician Assistants' room block** will be accepted on a "group space available" basis at River Spirit Casino Resort's **prevailing guest room rate**. Early arrivals and/or late departures outside the pattern and/or increases to the block will be based on prevailing rate and group room availability.

The charge for triple and/or quad occupancy is \$20.00 per night, over the quoted guest room rate. Children under the age of 15 years may share a room with their parents at no additional charge *provided* additional bedding is not required.

**NO MORE THAN FOUR (4) PERSONS PER ROOM ALLOWED, NO PETS ALLOWED IN RIVER SPIRIT CASINO RESORT**

**CHECK IN/CHECK OUT**

Check in time is after **4:00 p.m.** and check out is **11:00 a.m.** Late checkouts are subject to a penalty fee of room and room resort fee for an additional evening. If guests arrive before their room is ready or their departure is later than the 11am checkout, River Spirit Casino Resort Bell Desk will be happy to store luggage for guests' convenience. A credit card or debit card is mandatory at time of check-in for incidentals.

**GROUP ROOM CUT OFF DATE**

All requests for rooms at the convention group rate must be received no later than **August 21, 2023**.

After **August 21, 2023**, all rooms will revert back to River Spirit Casino Resort for sale. If guest rooms are requested after the cutoff date, rooms will be provided based on convention group room availability and at prevailing rate.

Rooms not physically occupied by 12 noon on the day immediately following the guest's scheduled arrival date will be considered "no shows" and released to River Spirit Casino Resort house allocation. Payment of room and resort fee for the guest's scheduled arrival date on "no show" reservations will be forfeited and the room will be released to house allocation, should the guest arrive after the room is released, a guestroom will be provided on a "space available" basis and the guest will be responsible for additional room and resort fee incurred.

**RESERVATION PROCEDURE**

It is understood all requests for rooms will be made on an individual basis. The room block will be held until the cut-off date, **August 21, 2023**. Guests may call our Reservations Department directly **888-748-3731** (toll free). In order to obtain the group's special group rate, the guests need to identify themselves as being with **Oklahoma Academy of Physician Assistants**.

**WALK POLICY**

River Spirit Casino Resort will make every effort to guarantee that no attendees guaranteed under the group block will be relocated to another hotel. River Spirit Casino Resort will immediately notify **Oklahoma Academy of Physician Assistants** if, at any time after the effective date of this agreement, a reasonable potential exists for River Spirit Casino Resort to become oversold during the Event dates and as a result, one or more attendees with guaranteed reservations may be relocated to another hotel.

River Spirit Casino Resort agrees that if a guaranteed room is not available on the arrival date for any group attendee over the event dates, for any reason caused by River Spirit Casino Resort, River Spirit Casino Resort will provide to the attendee a comparable room in another hotel and will pay for the first night's lodging and one (1) round trip to and from the other location. When a room does become available in River Spirit Casino Resort's facility, River Spirit Casino Resort will accommodate the guest for the remainder of stay at the rate initially reserved.

**COMPLIMENTARY POLICY**

River Spirit Casino Resort agrees to provide **Oklahoma Academy of Physician Assistants** with one (1) complimentary standard room night for every fifty (50) room nights occupied, on a cumulative basis. Complimentary room nights are applied to standard room types only. NOTE: Complimentary room(s) allocation is contingent upon a minimum 80% room block utilization.

Complimentary room nights not used will have no future value. Unused complimentary room nights may not be applied to the Master Account. All earned complimentary room nights must be used during the dates with the room block in this Agreement and come out of the room block, not over and above and be received by the CUT-OFF DATE.

**CREDIT CARD AUTHORIZATION AND FINANCIAL RESPONSIBILITY**

All accounts require a valid credit card to remain on file regardless of payment. A Credit Card Authorization link will be sent electronically and must be completed and returned with the signed Agreement in order to execute said Agreement on a "definite" basis. Meeting space and/or guestrooms will not be secured until both the signed Agreement and the Credit Card Authorization Link have been received by the due date.

**DEPOSIT POLICY**

River Spirit Casino Resort received a deposit of \$5,000 from Oklahoma Academy of Physicians Assistants from the previous contracted dates in 2020, no additional deposits are required.

All deposits will be credited to **Oklahoma Academy of Physician Assistants** account. If a deposit is not received as scheduled above, this agreement will be considered immediately terminated and River Spirit Casino Resort will be entitled to damages as provided under the Cancellation Clause. Any remaining deposit will be refunded within thirty (30) days after the group check-out date if not utilized for payment of any Master Account charges.

**Please initial the items that will be billed to the Master Account:**

**SLEEPING ROOMS**

- Room & Resort fee only
- Guarantee Arrivals
- All Room Charges

**CATERING**

- Food & Beverage
- Audio/Visual
- Function Space

- Individual guests will be responsible for their own room, resort fee and incidental charges.
- All scheduled functions, miscellaneous charges will be billed to the Master Account.

**MASTER ACCOUNT BILLING**

River Spirit Casino Resort requires a billing address on file regardless of payment method. All billing, copies of invoices, etc. will be sent only to this address. In the event of any changes, a written request on company letterhead must be submitted in order to protect the group's organization and River Spirit Casino Resort.

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Oklahoma City, OK 73101

Should the group's utilization fall short of the outlined stipulation, River Spirit Casino Resort reserves the right to re-evaluate the over and above concessions accordingly. Any upgrades and/or complimentary room nights, names must be provided by the CUT-OFF DATE.

**NOTE:** "UPGRADE" is defined as a more expensive room type offered at the Standard Group Rate per room, per night (see above ratios for suite types) to be paid for.

**AIRPORT SHUTTLE**

River Spirit Casino Resort offers complimentary shuttle to and from Tulsa International Airport for our guests. Your Resort Sales Event Planner will contact you thirty days prior to arrival to assist you and your group with arrangements to our Resort.

**GROUP ARRIVALS**

It is understood guests will arrive and depart River Spirit Casino Resort on an individual basis, checking in directly at River Spirit Casino Resort's front desk.

**ROOM DELIVERIES**

The current charge for guestroom deliveries is \$2.50 per item. All deliveries will be placed inside the guestroom door between the hours of 8:00 A.M. and 10:00 P.M. Please notify our office within 2 weeks of arrival if this service is needed.

**MEETING SPACE**

Date	Start Time	End Time	Function	Room	Setup	Agr
<b>Tuesday</b> 9/12/2023	5:00 AM	11:59 PM	General Session	Ballroom	Existing	585
9/12/2023	5:00 AM	11:59 PM	Exhibit Set up- Student Tables	Sales Office Foyer	Exhibit Tables	
9/12/2023	5:00 AM	11:59 PM	Setup	Boardroom 1	Existing	
9/12/2023	5:00 AM	11:59 PM	Registration	Escalator Landing	Registration	
9/12/2023	5:00 AM	11:59 PM	Setup	Boardroom 2	Existing	
9/12/2023	5:00 AM	11:59 PM	Storage	Boardroom 5	Existing Set- up	
9/12/2023	5:00 AM	11:59 PM	Exhibit Set Up	Ballroom Foyer	Exhibit Tables	
<b>Wednesday</b> 9/13/2023	5:00 AM	11:59 PM	Meeting	Sales Boardroom	Existing	8
9/13/2023	5:00 AM	11:59 PM	A Primary Care Provider's Guide: Childhood Cancer	Ballroom 1-2-3	Classroom	550
9/13/2023	5:00 AM	11:59 PM	Morning General Session	Ballroom 1-2-3	Theatre	275
9/13/2023	5:00 AM	11:59 PM	Registration	Escalator Landing	Registration	
9/13/2023	5:00 AM	11:59 PM	Meeting	Sales Office/Storage	Existing	
9/13/2023	5:00 AM	11:59 PM	Afternoon General Session	Ballroom 1-2-3	Classroom	550
9/13/2023	5:00 AM	11:59 PM	Workshop: it's not a resume anymore	Meeting Room 1	Classroom	35
9/13/2023	5:00 AM	11:59 PM	Silent Auction	Boardroom 2	Existing	
9/13/2023	5:00 AM	11:59 PM	Antibiotic Stewardship	Ballroom 1-2-3	Classroom	550
9/13/2023	5:00 AM	11:59 PM	Break	Ballroom Foyer	Flow	
9/13/2023	5:00 AM	11:59 PM	Dermatology Pearls	Ballroom 3	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Updates on Menopause	Ballroom 3	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Exhibit Hall	Ballroom Foyer	Exhibit Tables	
9/13/2023	5:00 AM	11:59 PM	Skin Changes and Varicose Veins	Ballroom 1-2-3	Classroom	550
9/13/2023	5:00 AM	11:59 PM	PA Practice in Ok: Where We Are - Where We Need To Be	Ballroom 1-2-3	Classroom	550
9/13/2023	5:00 AM	11:59 PM	Management of Complications of Multiple Sclerosis	Ballroom 3	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Break	Ballroom Foyer	Flow	550
9/13/2023	5:00 AM	11:59 PM	Welcome and Opening Remarks	Ballroom 3	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Workshop: EKG	Meeting Room	Classroom	70
9/13/2023	5:00 AM	11:59 PM	Lunch and General Membership Meeting	Ballroom 4	See Diagram	370

9/13/2023	5:00 AM	11:59 PM	Update in CHF Management	Ballroom 1-2-3	Classroom	550
9/13/2023	5:00 AM	11:59 PM	Storage	Boardroom 5	Existing Set-up	
9/13/2023	5:00 AM	11:59 PM	Addiction/Bupr enorphine Waiver	Ballroom 3	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Silent Auction Items Display	Boardroom 1	Existing	
9/13/2023	5:00 AM	11:59 PM	Morning Break	Ballroom Foyer	Flow	
9/13/2023	5:00 AM	11:59 PM	Break	Ballroom Foyer	Flow	
9/13/2023	5:00 AM	11:59 PM	Break	Ballroom Foyer	Flow	550
9/13/2023	5:00 AM	11:59 PM	Setup	Boardroom 1	Existing	
9/13/2023	5:00 AM	11:59 PM	Setup	Boardroom 2	Existing	
9/13/2023	5:00 AM	11:59 PM	General Session	Ballroom 1-2-3	Existing	585
9/13/2023	5:00 AM	11:59 PM	Student Tables	Sales Office Foyer	Exhibit Tables	
9/13/2023	5:00 AM	11:59 PM	Surgical Treatment of Obesity and Its Maladies	Ballroom 1-2	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Break	Ballroom Foyer	Flow	
9/13/2023	5:00 AM	11:59 PM	Treatment of Obesity	Ballroom 1-2	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Physiology of Obesity	Ballroom 1-2	Classroom	275
9/13/2023	5:00 AM	11:59 PM	Morning Obesity Track	Ballroom 1-2	Classroom	275
<b>Thursday</b> 9/14/2023	5:00 AM	11:59 PM	Student Tables	Sales Office Foyer	Exhibit Tables	
9/14/2023	5:00 AM	11:59 PM	Silent Auction Items Display	Boardroom 1	Existing	
9/14/2023	5:00 AM	11:59 PM	Silent Auction	Boardroom 2	Existing	
9/14/2023	5:00 AM	11:59 PM	Storage	Boardroom 5	Existing Set-up	
9/14/2023	5:00 AM	11:59 PM	Registration	Ballroom Foyer	Registration	
9/14/2023	5:00 AM	11:59 PM	Break	Ballroom Foyer	Flow	
9/14/2023	5:00 AM	11:59 PM	Exhibit Hall	Ballroom Foyer	Exhibit Tables	
9/14/2023	8:00 AM	9:00 AM	Diabetes Pearls	Ballroom 3	Classroom	275
9/14/2023	8:00 AM	9:00 AM	Chest Imaging: Emergency Radiograph Review	Ballroom 1-2	Classroom	275
9/14/2023	8:00 AM	12:30 PM	Morning General Session	Ballroom 3	Classroom	275
9/14/2023	8:00 AM	12:30 PM	Radiology Track	Ballroom 1-2	Classroom	275
9/14/2023	8:00 AM	5:00 PM	General Session	Ballroom 1-2-3	Existing	585
9/14/2023	8:15 AM	10:15 AM	BLS Workshop	Meeting Room 1	See Diagram	
9/14/2023	8:15 AM	10:15 AM	BLS Workshop	Meeting Room 2	Classroom	35
9/14/2023	9:00 AM	10:00 AM	High Velocity and Fragility Spinal Injury	Ballroom 1-2	Classroom	275
9/14/2023	9:00 AM	10:00 AM	Neuropathic Pain: What you need to know!	Ballroom 3	Classroom	275
9/14/2023	10:00 AM	10:15 AM	Break	Ballroom Foyer	Flow	
9/14/2023	10:00 AM	10:15 AM	Break	Ballroom Foyer	Flow	
9/14/2023	10:00 AM	10:15 AM	Break	Ballroom Foyer	Flow	
9/14/2023	10:15 AM	11:15 AM	Preoperative Evaluation & Care of the Surgical Patient	Ballroom 3	Classroom	275
9/14/2023	10:15 AM	11:45 AM	Imaging of Acute Atraumatic Abdominal Pain	Ballroom 1-2	Classroom	275
9/14/2023	10:30 AM	12:30 PM	BLS Workshop	Meeting Room 2	Classroom	35
9/14/2023	10:30 AM	12:30 PM	BLS Workshop	Meeting Room 1	See Diagram	
9/14/2023	11:15 AM	12:15 PM	Sepsis	Ballroom 3	Classroom	275

9/14/2023	12:15 PM	1:15 PM	Awards Luncheon	Ballroom 4	72' Rounds of 10	346
9/14/2023	1:15 PM	2:15 PM	Pediatric Pearls	Ballroom 1-2-3	Classroom	550
9/14/2023	1:15 PM	6:45 PM	Afternoon General Session	Ballroom 1-2-3	Classroom	550
9/14/2023	1:30 PM	3:30 PM	BLS/PALS Workshop	Meeting Room 1	See Diagram	
9/14/2023	1:30 PM	5:30 PM	BLS/PALS Workshop	Meeting Room 2	Classroom	35
9/14/2023	1:30 PM	5:30 PM	BLS/PALS Workshop	Meeting Room 2	Classroom	35
9/14/2023	2:15 PM	3:15 PM	Pearls in Emergency Medicine	Ballroom 1-2-3	Classroom	550
9/14/2023	3:15 PM	3:30 PM	Break	Ballroom Foyer	Flow	
9/14/2023	3:15 PM	3:30 PM	Break	Ballroom Foyer	Flow	
9/14/2023	3:30 PM	4:30 PM	Bleeding Disorders	Ballroom 1-2-3	Classroom	
9/14/2023	3:30 PM	5:30 PM	BLS/PALS Workshop	Meeting Room 1	See Diagram	
9/14/2023	4:30 PM	5:30 PM	ENT: When to Refer	Ballroom 1-2-3	Classroom	550
9/14/2023	5:30 PM	6:30 PM	Opioid Crisis and Its Consequences	Ballroom 1-2-3	Classroom	550
9/14/2023	8:00 PM	11:00 PM	Casino Night	Ballroom 4	See Diagram	245
<b>Friday</b> 9/15/2023	5:00 AM	11:59 PM	Silent Auction	Boardroom 2	Existing	
9/15/2023	5:00 AM	11:59 PM	Silent Auction Items Display	Boardroom 1	Existing	
9/15/2023	6:30 AM	6:00 PM	Storage	Boardroom 5	Existing Set-up	
9/15/2023	6:30 AM	6:00 PM	Registration	Ballroom Foyer	Registration	
9/15/2023	7:00 AM	6:00 PM	Student Tables	Sales Office Foyer	Exhibit Tables	
9/15/2023	7:30 AM	9:00 AM	Break	Ballroom Foyer	Flow	
9/15/2023	8:00 AM	9:00 AM	Exercise as Medicine	Ballroom 1-2-3	Classroom	550
9/15/2023	8:00 AM	12:15 PM	Workshop-ACLS	Meeting Room 2	Classroom	35
9/15/2023	8:00 AM	12:15 PM	Workshop - ACLS	Meeting Room 1	See Diagram	
9/15/2023	8:00 AM	5:00 PM	General Session	Ballroom 1-2-3	Existing	585
9/15/2023	8:00 AM	5:00 PM	Morning General Session	Ballroom 1-2-3	Theatre	550
9/15/2023	9:00 AM	10:00 AM	New Drug Update	Ballroom 1-2-3	Classroom	550
9/15/2023	10:00 AM	10:15 AM	Break	Ballroom Foyer	Flow	
9/15/2023	10:00 AM	10:15 AM	Break	Ballroom 1-2-3	Flow	
9/15/2023	10:15 AM	11:15 AM	Meeting	Sales Boardroom	Existing	8
9/15/2023	10:15 AM	11:15 AM	Hand Emergencies	Ballroom 1-2-3	Classroom	550
9/15/2023	11:15 AM	12:15 PM	The Pearls of Sports Medicine	Ballroom 1-2-3	Classroom	550
9/15/2023	12:15 PM	1:15 PM	Lunch	Ballroom 4	See Diagram	
9/15/2023	12:15 PM	1:15 PM	Lunch and Meeting of the Board	Ballroom 4	72' Rounds of 10	290
9/15/2023	1:15 PM	2:15 PM	Female Hormones: To treat or not to treat?	Ballroom 1-2-3	Classroom	275
9/15/2023	2:15 PM	3:15 PM	Aphasia	Ballroom 1-2-3	Classroom	550
9/15/2023	3:15 PM	3:30 PM	Break	Ballroom Foyer	Flow	
9/15/2023	3:15 PM	3:30 PM	Break	Ballroom Foyer	Flow	550
9/15/2023	3:30 PM	4:30 PM	Common Hand Problems and Case Examples	Ballroom 1-2-3	Classroom	550

GROUP has committed to the events in the Schedule of Events above. If food/beverage functions are cancelled or decreased, meeting room rental may apply.

This Schedule of Events outlined constitutes all stipulations outlined in this agreement. River Spirit Casino Resort will not reassign space without reasonable cause, and prior to reassignment will notify **Oklahoma Academy of Physician Assistants** in writing. If the numbers decrease or increase more than 10% we cannot guarantee adequate meeting space will be available.

**RESORT SALES EVENT PLANNING SERVICES**

The Resort Sales Event Planning Services Department will be in contact with **Oklahoma Academy of Physician Assistants** following receipt of the signed agreement.

The Resort Sales Event Planner Services Manager becomes the main contact for all details involving function arrangements, billing procedures, etc. Unless already provided, River Spirit Casino Resort requires a tentative schedule of function room requirements to the Resort Sales Event Planner at least sixty (60) days in advance of the meeting. Any additional requests for function rooms will be on a space available basis. A firm and detailed schedule must be furnished to the Resort Sales Event Planner no later than thirty (30) days prior to the program start date, if a final program not be submitted within thirty (30) days; River Spirit Casino Resort will release unused licensed space.

The Resort Sales Event Planner will work with you prior to the group's event to ensure flawless execution of the group's event. Banquet Event Orders will be prepared for the group's review and the group's signature in advance of the group's program. These Banquet Event Orders will provide all the details of the group's program and will provide the direction for the internal set up for the group's function. In the event changes are required to, the group's set up or Banquet Event Orders within 72 hours prior to the date of the group's function, additional set up fees may apply.

In the event the function/meeting/exhibit space is damaged or any repairs are required resulting from the group's use, River Spirit Casino Resort will charge the group master for said costs and labor. In the event excessive cleanup of the function space is required following the group's departure, a fee may also be imposed.

River Spirit Casino Resort is licensed to serve food, beverages and alcohol and is the sole provider of all food and beverage services for conferences and events. Outside food and beverage is not allowed in our facility. Any food and beverages provided by River Spirit Casino Resort may not be taken from the premises. Neither **Oklahoma Academy of Physician Assistants** nor its attendees may bring food, beverage or alcohol onto the premises without the prior consent of RIVER SPIRIT CASINO RESORT.

River Spirit Casino Resort maintains a standard inventory of equipment such as banquet chairs, tables and linens. This inventory is shared by all groups in the facility at one time and will not be dedicated solely to any one given group. Should the group's equipment requirements be greater than what can be provided from the then available River Spirit Casino Resort inventory, rental costs will be the group's responsibility. Examples of equipment that may need to be rented would be, but is not limited to, podiums, chairs, staging, tables and dance floor.

**For vendor and/or exhibit tables a 6' draped tables (includes 2 chairs) to be used for exhibits will be \$25.00 per table, per day.**

River Spirit Casino Resort personnel must hang any Signage or banners that require hanging in function rooms, exhibit area, arena or public areas. Banners/signage hanging pricing is based on signage or banner size. Please contact River Spirit Casino Resort Events for pricing.

**PACKAGE HANDLING**

**Oklahoma Academy of Physician Assistants'** shipments should be sent to arrive no more than (3) days prior to the Event. All packages and boxes received for individuals, attendees, or vendors are subject to shipping/handling charges.

LETTER.....	\$ 5.00 per piece
BOX.....	\$10.00 per piece
CRATE.....	\$35.00 per piece
SKID .....	\$125.00 per piece

River Spirit Casino Resort will be happy to assist a guest by delivering and retrieving shipments to/from the appropriate meeting/function area.

1. **Oklahoma Academy of Physician Assistants'** on-site coordinator will be responsible for scheduling the delivery of materials to the appropriate function/meeting room with River Spirit Casino Resort prior to the event.
2. **Oklahoma Academy of Physician Assistants'** on-site coordinator will be responsible for preparing boxes for return shipment with proper packaging and mailing labels. **Oklahoma Academy of Physician Assistants** will be responsible for all shipping charges.
3. At the conclusion of the event, **Oklahoma Academy of Physician Assistants'** on-site coordinator will be responsible for arranging with River Spirit Casino Resort for the pick-up of boxes for shipping.
4. Any items left on property after conclusion of event are \$10.00 per day, per item for storage and fees will be billed to Master Account.

River Spirit Casino Resort Shipping/Receiving dock is open from 7 a.m. to 3 p.m. (Pacific Standard Time) from Monday through Friday. Retrieval of large shipments after 3 p.m. from Monday through Friday and anytime on Saturday and Sunday may not be possible. Therefore, **Oklahoma Academy of Physician Assistants'** on-site coordinator will retrieve incoming shipments during River Spirit Casino Resort Shipping/Receiving dock normal workday hours.

**PERFORMANCE**

**ROOM ATTRITION CHARGE**

This agreement is based on Oklahoma Academy of Physician Assistants's use of the Room Block as outlined above. However, upon Oklahoma Academy of Physician Assistants's written request to River Spirit Casino Resort, it may make a reduction to the Room Block as outlined below:

<del>Signing 31 days out</del> (August 21, 2023)	Can adjust room block a maximum of fifteen percent (15%) per night without liability
<del>30 days out</del> (August 22, 2023) or after	All rooms not accounted for by Oklahoma Academy of Physician Assistants shall be released back to the River Spirit Casino Resort and the group rate will no longer be available

River Spirit Casino Resort is relying upon **Oklahoma Academy of Physician Assistants'** use of the Room Night Commitment. **Oklahoma Academy of**

Physician Assistants agrees that a loss will be incurred by River Spirit Casino if Oklahoma Academy of Physician Assistants's actual usage is less than 80% of the Room Night Commitment.

If Oklahoma Academy of Physician Assistants's actual usage is less than 80% of the Room Night Commitment, Oklahoma Academy of Physician Assistants agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Room Night Commitment and Oklahoma Academy of Physician Assistants's actual usage, multiplied by the group room rate, plus applicable taxes.

#### **FOOD & BEVERAGE ATTRITION CHARGE**

GROUP has committed to the events in the Schedule of Events above and this Agreement is based on Oklahoma Academy of Physician Assistants's commitment to spend not less than \$20,000.00 (excluding applicable resort fees and gratuities), in Catering food and beverage functions at River Spirit Casino Resort. Should Oklahoma Academy of Physician Assistants spend less than \$20,000.00, Oklahoma Academy of Physician Assistants shall pay to River Spirit Casino Resort the difference as room rental and amount will be applied to master account.

**NOTE:** Please be advised the food and beverage minimum applies only to scheduled food and beverage functions in River Spirit Casino Resort's Conference Center. Coupons and/or River Spirit Casino Resort restaurant food/beverage revenue does not apply.

#### **OUTSIDE CONTRACTORS**

Outsiders Contractors will not be allowed\*. The Resort offers all services necessary for a successful meeting.

\*River Spirit Casino Resort will allow OAPA to use a web broadcasting vendor in coordination with our AV team. River Spirit Casino Resort will fulfill all other needs.

#### **CANCELLATION**

River Spirit Casino Resort has agreed to offer Oklahoma Academy of Physician Assistants favorable terms presented based on the expectation that the event will generate revenue to River Spirit Casino Resort from guest rooms, sponsored food/beverage events and ancillary services such as restaurant outlets, telephone, movies, room service and other services offered by River Spirit Casino Resort at additional costs to the guests.

If Oklahoma Academy of Physician Assistants event does not take place at River Spirit Casino Resort for any reason, River Spirit Casino Resort will not only have lost this revenue, but will incur the costs involved in attempting to find other individuals or groups to replace the lost business. The closer in time to the date of the Oklahoma Academy of Physician Assistants event that a cancellation occurs, the less likely it is that River Spirit Casino Resort will be able to replace any or all of the business.

Oklahoma Academy of Physician Assistants may cancel upon written notification to River Spirit Casino Resort at which point all rooms and space will revert to River Spirit Casino Resort.

The cancellation date for the purpose of determining damages shall be the date the damages check is received by River Spirit Casino Resort.

The following Damages to be paid for cancellation:

Cancellation between signing & (121 days out-May 15, 2023)	\$6,471.00 (10% of Total Revenue)
Cancellation between (120 days out-May 16, 2023) & (61 days out-July 14, 2023)	\$25,988.40 (40% of Total Revenue)
Cancellation between (60 days out-July 15, 2023) & arrival	\$51,976.80 (80% of Total Revenue)

Cancellation pursuant to this provision is not a default but rather the exercise of a right under this Agreement by the party to cancel this Agreement without any further obligation beyond payment of the indicated cancellation fee. Neither party shall be obligated to mitigate its damages. Payment of the appropriate cancellation fee shall accompany the notice of cancellation.

#### **FORCE MAJEURE**

If there occurs an act of God, war, government regulation civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, global pandemic, global or domestic travel bans, or any other comparable conditions beyond the reasonable control of River Spirit Casino Resort or Oklahoma Academy of Physician Assistants, making it commercially impracticable (provided that financial hardship to either party shall not be considered commercial impracticability), illegal, or impossible to fully perform under this Agreement as the parties originally contracted, the affected party may terminate this Agreement, without liability, upon written notification.

If Oklahoma Academy of Physician Assistants and River Spirit Casino Resort agree to hold the event notwithstanding a force majeure event, Oklahoma Academy of Physician Assistants and River Spirit Casino Resort shall each waive any events of default or cancellation/liquidated damages it may have against the other as a result of holding the event, notwithstanding the force majeure event.

#### **USE OF RIVER SPIRIT CASINO RESORT TRADEMARKS AND ADVERTISING**

The Agreement does not constitute a license by River Spirit Casino Resort to Oklahoma Academy of Physician Assistants the right to use any trademark or service mark owned or registered by River Spirit Casino Resort, its parents or affiliates, without such materials first being reviewed and authorized in writing by River Spirit Casino Resort, including River Spirit Casino Resort website.

#### **MISCELLANEOUS**

This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto even though all the parties are not signatories to the original or the same counterpart.

If any provision of the Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or any section thereof was drafted by a particular party.

Subject to applicable law, this Agreement may be amended, modified, or supplemented only by a written agreement signed by all of the parties hereto.

#### **CHOICE OF LAW AND FORUM**

This agreement shall be interpreted and enforced in accordance with the laws of the Muscogee Nation without regard to conflicts of law principles. The parties designate the District Trial Court of the Muscogee (Creek) Nation as the exclusive court for all claims relating to or arising under this agreement. Nothing herein shall be construed as consent by the Nation or the Casino to suit in any state court or federal court.

**AUTHORIZATION**

**Oklahoma Academy of Physician Assistants** acknowledges acceptance of all terms stated within this Agreement and all attachments by signing below and returning the *complete original* Agreement for River Spirit Casino Resort files, no later than **September 30, 2021**. Meeting/function space and/or guestroom allotments will not be confirmed and group reservations cannot be made until the required deposit, executed Agreement, is received and accepted by River Spirit Casino Resort.

The undersigned hereby expressly warrant that they are authorized on behalf of **Oklahoma Academy of Physician Assistants** and River Spirit Casino Resort to enter into the commitments set forth herein and to sign this contract. The parties agree and understand that no claim of lack of authorization or authority will be deemed effective by either side in the event of any dispute.

The parties further agree this document constitutes their entire agreement, and supersedes any prior discussions, negotiations, drafts or communications, whether oral or in writing. Any changes to or amendments of this agreement must be made in writing and signed by both parties.

The room block and/or meeting/function space referred to in this agreement is **September 30, 2021**, with a counter-signature by any of the following individuals to constitute an execute agreement: River Spirit Casino Resort Sales Manager.

**OPTION DATE**

Regardless of reference to any contract signature due date ("Option Date") in the Agreement, should both parties sign the Agreement after the Option Date has passed, the arrangements shall be considered definite and the Agreement binding on both parties as if the parties have signed prior to the Option Date.

**RESORT FEE | SERVICE & ADMINISTRATIVE CHARGES**

**Oklahoma Academy of Physician Assistants** is required to pay Resort Fee pursuant to Muscogee (Creek) Nation Code, Title 36, § 4-103.6%. The following items will be charged a Resort Fee of (6%): Hotel rooms, incidentals, banquet food and beverage charges, attrition charges, meeting space rental, cancellation charges, audio visual charges, and any other charges that are billed to the Master Account. Additionally, a 20% service charge/administrative charge will be applied to food & beverage and audio/visual equipment charges. These fees are subject to change without notice.

**PROPOSED BY:**

Daren Ward  
Resort Sales Manager

**ACCEPTED AND AGREED TO WITH ATTACHMENTS:**

Oklahoma Academy of Physician Assistants

River Spirit Casino Resort

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Erin O'Donnell

Name: Daren Ward

Title: OAPA President

Title: Resort Sales Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Don Guthrie

Title: OAPA Treasurer

Date: \_\_\_\_\_