

# Exhibit 1

7022 0410 0002 2445 1118

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$2.16



Total Postage and Fees \$7.41

Sent To US District Court Clerk

Street and Apt. No., or PO Box No. 719 Church St

City, State, ZIP+4® Nashville TN 37379

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY												
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature  <input type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <u>11/8/22</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No</p>												
<p>1. Article Addressed to:</p> <p><u>US District Court Clerk</u>  <u>719 Church St</u>  <u>Nashville TN 37203</u></p> <p></p> <p>9590 9402 7298 2028 9806 09</p> <p>7022 0410 0002 2445 1118</p>	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery	
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Exhib 4A

209668

COMPLAINT - AFFIDAVIT

COMPLAINT # 202102151

Franklin Police Dept.

I.D. NO. TN0940100

THE UNDERSIGNED BEING DULY SWORN UPON HIS OATH DEPOSES:

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NAME (FIRST) <b>DAVID</b>	(MIDDLE) <b>JONATHAN</b>	(LAST) <b>TULLIS</b>	DATE OF BIRTH MO: <b>06</b> DAY: <b>05</b> YEAR: <b>59</b>	RACE <b>W</b>	SEX <b>M</b>
ADDRESS <b>10520 BRICKHILL LN.</b>			TN RESIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	SEAT BELT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CITY <b>SODDY DAISY</b>	STATE <b>TN</b>	ZIP CODE <b>37379</b>	SOCIAL SECURITY NUMBER		
DRIVER LICENSE NUMBER <b>061252193</b>	STATE <b>TN</b>	EXPIRATION DATE MO: <b>05</b> DAY: <b>08</b> YEAR: <b>27</b>			

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<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED	NAME	ADDRESS	<input type="checkbox"/> MC <input type="checkbox"/> CMV <input type="checkbox"/> HAZ
<input type="checkbox"/> CARRIER			<input type="checkbox"/> ACCIDENT <input type="checkbox"/> MAT
DID UNLAWFULLY OPERATE/PARK A MOTOR VEHICLE: <b>N/A</b>			
MAKE	MODEL	YEAR	COLOR
			<b>N/A</b>
LICENSE PLATE NUMBER		STATE	YEAR

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UPON STREET/HIGHWAY AT OR NEAR <b>620 CRESCENT CONDO</b>	TRAVEL DIR. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W	CITY/COUNTY <b>Franklin, TN</b>	HIGHWAY TYPE <input type="checkbox"/> E-L <input type="checkbox"/> 4-L <input type="checkbox"/> DIV. <input type="checkbox"/> 1-RD	<input type="checkbox"/> 2-L	AREA <input type="checkbox"/> SCHOOL <input type="checkbox"/> RES. <input checked="" type="checkbox"/> RURAL
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A FORESAID DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE:

01 <input type="checkbox"/> SPEEDING _____ MPH IN _____ SPEED LIMIT _____	<input type="checkbox"/> ZONE	<input type="checkbox"/> PACING	<input type="checkbox"/> RADAR	<input type="checkbox"/> OTHER	<input type="checkbox"/> FAILURE TO YIELD
02 <input type="checkbox"/> RECKLESS DRIVING _____	20 <input type="checkbox"/> DUI BAC _____	103 <input type="checkbox"/> REGISTRATION LAW	<input type="checkbox"/> IMPROPER TURN		
03 <input type="checkbox"/> TRAFFIC CONTROL DEVICE _____	22 <input type="checkbox"/> REV/SUS/CAN DL _____	393 <input type="checkbox"/> CHILD RESTRAINT	<input type="checkbox"/> IMPROPER PASSING		
<input type="checkbox"/> OTHER	T.C.A. <b>39-14-405</b> ORDINANCE: <b>CRIMINAL THEFT 1ST DEPT</b>				

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**DEPT WAS OBSERVED AT ABOVE LOCATION WITHOUT AUTHORITY OR CONSENT. DEPT WAS ASKED AND INSTRUCTED TO LEAVE PREMISES. DEPT REFUSED AND HAD TO BE REMOVED BY EMS (CONTAINED OF PAIN & HERNIA INJURY) DEPT STATED THAT HE WILL HAVE PROBLEMS WHEN CITED & RELEASED.**

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THE UNDERSIGNED FURTHER STATES THAT HE/SHE HAS JUST AND REASONABLE GROUNDS TO BELIEVE AND DOES BELIEVE, THAT THE PERSON NAMED ABOVE COMMITTED THE OFFENSE HEREIN SET FORTH, CONTRARY TO LAW.

THIS **6<sup>th</sup>** DAY OF **NOVEMBER** 20**21** TIME **10:30**  AM  PM

RANK **PO.** OFFICER NAME (PRINT) **W. ORANGE** BADGE/ID NO. **14731**

HAVING BEEN DULY SWORN, I DO HEREBY ATTEST THAT THE ABOVE IS A TRUE AND COMPLETE COPY OF THE ORIGINAL CITATION, AND THAT THE INFORMATION CONTAINED THEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

SWORN TO AND SUBSCRIBED BEFORE ME THIS **6** DAY **NOV** 20**21**

SIGNATURE OF OFFICER JUDGE/CLERK

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IN THE	1 <input checked="" type="checkbox"/> GENERAL SESSIONS COURT OF	<b>Williamson</b>	NO. <b>917</b>	IN THE CITY OF	<b>Franklin</b>	NO. <b>013</b>
	2 <input type="checkbox"/> JUVENILE COURT	COUNTY				
	3 <input type="checkbox"/> FRANKLIN CITY COURT	ON <b>Tues</b>	THE <b>14<sup>th</sup></b>	DAY OF <b>December</b>	20 <b>21</b>	TIME <b>07:00</b> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM

NOTICE: FAILURE TO APPEAR IN COURT ON THE DATE ASSIGNED TO THIS CITATION OR AT THE APPROPRIATE POLICE STATION FOR ARREST FOR A SEPARATE CRIMINAL OFFENSE WHICH IS PUNISHABLE BY A JAIL SENTENCE OF UP TO SIX (6) MONTHS AND/OR A FINE OF UP TO \$500.00 IS A VIOLATION OF THIS CITATION. YOU WILL BE CONSIDERED IN DEFAULT OF APPEARANCE AND YOUR PROPERTY MAY BE SEIZED. YOU WILL BE RESPONSIBLE FOR THE COSTS OF THIS CITATION. YOU WILL BE RESPONSIBLE FOR THE COSTS OF THIS CITATION. YOU WILL BE RESPONSIBLE FOR THE COSTS OF THIS CITATION.

UNDERSTAND THE ABOVE NOTICE, AND THAT MY SIGNATURE IS NOT AN ADMISSION OF GUILT.

VIOLATOR'S SIGNATURE **David Jonathan Tullis**

Case 3:22-cv-00911 Document 24-1 Filed 02/03/23 Page 2 of 10 PageID #: 130

COURT COPY

I, DEBBIE McMILLAN BARRETT, CLERK OF GENERAL SESSIONS COURT, WILLIAMSON COUNTY, TENNESSEE DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND PERFECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE. State of Tenn vs David J. Tullis CASE # C12c#209668 12-3-21 CLERK Debbie S. Barrett

State of Tennessee vs. David Jonathan Tulis

**Exhibit 4B**

Court file # 21CR4946 Charge: Criminal Trespass

JUDGMENT

- Dismissed  Not Guilty  No Contest  Best Interest  Nolle Prosequi  Conditional Guilty Plea 40.35.31
- Costs and taxes to the Defendant

Found GUILTY of violation of T.C.A. \_\_\_\_\_  
fined \$ \_\_\_\_\_, and sentenced to serve \_\_\_\_\_ months \_\_\_\_\_ days in the \_\_\_\_\_ County Jail (Class \_\_\_\_\_ Misd.

Eligible for work release (if available), furlough (if approved), trusty status and related rehabilitative programs after service of \_\_\_\_\_% of the term of imprisonment.

Granted Judicial Diversion \_\_\_\_\_

Jail sentence suspended except \_\_\_\_\_ on condition of good behavior, payment of fines, costs and taxes and restitution of \$ \_\_\_\_\_ to \_\_\_\_\_ and

- no contact with \_\_\_\_\_
- no violent contact with \_\_\_\_\_
- supervised probation for \_\_\_\_\_ months \_\_\_\_\_ days
- not drive in Tennessee for \_\_\_\_\_ year(s)
- restricted license eligible or as determined by the Department of Safety and Homeland Security
- with an ignition interlock device installed on the defendant's vehicle
- completion of DUI school
- alcohol/drug evaluation within \_\_\_\_\_ and complete any recommendations
- domestic abuse/Batterers Intervention Program assessment within \_\_\_\_\_ and complete any recommendations
- anger management assessment within \_\_\_\_\_ and complete any recommendations
- \_\_\_\_\_ hours of community service \_\_\_\_\_

Conditions/Other \_\_\_\_\_

To report to serve on \_\_\_\_\_ at \_\_\_\_\_ am/pm

Time served credit for \_\_\_\_\_ days \_\_\_\_\_ hours.

I waive my right to a preliminary examination and agree for my case to be bound over to the Williamson County Grand Jury.

Defendant \_\_\_\_\_

Date \_\_\_\_\_

Defendant bound over to Williamson County Grand Jury after  preliminary hearing

bail set at \$ \_\_\_\_\_  Defendant shall continue on current bond of \$ \_\_\_\_\_

no probable cause found

Appealed

DEBBIE McMILL BARRETT, CLERK OF GENERAL SESSIONS COURT, WILLIAMSON COUNTY, TENNESSEE DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND PERFECT COPY OF THE ORIGINAL INSTRUMENT ON FILE IN THIS CASE.  
 CASE # 21CR4946  
 DATE 02/03/23  
 DEBBIE McMILL BARRETT, CLERK

4 Day Rule Waiver -After being duly advised, Defendant waives right to a hearing within 14 days.

Defendant _____	Date _____	Judge _____
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Defense Attorney  Appointed  Public Defender  Retained

Date of Final Disposition 12-19-20

Judge \_\_\_\_\_

Exhibit 4c

ORDER FOR THE EXPUNGEMENT OF CRIMINAL OFFENDER RECORD (PL

State of Tennessee vs David Jonathan Tulis Circuit Docket Number \_\_\_\_\_  
Date Original Case was filed in Clerk's Office 12-6-2021 General Sessions Docket Number 2021 CR 4946  
In the General Sessions Court of Williamson County, Tennessee at Franklin  
On the Motion or Petition of Defendant

Defendant/Arrest Information:

<u>David Jonathan Tulis</u> Defendant (name used at time of arrest)	<u>WM</u> Race	<u>6-8-59</u> Sex	<u>11-11-2021</u> Date of Birth
<u>Franklin Police Dept</u> Arresting Agency	<u>OCA#</u>	<u>Date of Arrest</u>	
<u>Criminal Trespass</u> Charge 1 (As shown on arrest fingerprint card)	<u>SSN#</u>		
<u>Charge 2 (As shown on arrest fingerprint card)</u>			
<u>Charge 3 (As shown on arrest fingerprint card)</u>			

Disposition Information:

<u>Final Charge 1</u>
<u>Final Charge 2</u>
<u>Final Charge 3</u>
<u>No Probable Cause Found on 12-14-21</u> Final Disposition
<u>Diversion Date (if applicable)</u>

The defendant named above is entitled to have all PUBLIC RECORDS relating to the offenses listed above expunged according to the Tennessee Code Annotated provision marked below:

Provision relating to Adults: <input checked="" type="checkbox"/> Charge has been dismissed (T.C.A. § 40-32-101) <input type="checkbox"/> No true bill returned by Grand Jury (T.C.A. § 40-32-101) <input type="checkbox"/> Verdict of not guilty returned by jury (T.C.A. § 40-32-101) <input type="checkbox"/> Conviction which has by appeal been reversed (T.C.A. § 40-32-101) <input type="checkbox"/> Nolle Prosequi entered in case (T.C.A. § 40-32-101) <input type="checkbox"/> Successful completion of all probation provisions and proceedings against defendant have been discharged by the court (T.C.A. § 40-35-313) <input type="checkbox"/> Suspension of prosecution pursuant to T.C.A. § 40-15-105	Provisions relating to Juveniles: <input type="checkbox"/> Petition alleging delinquency not filed (T.C.A. § 37-1-155) <input type="checkbox"/> Proceedings dismissed after petition is filed or the case transferred to Juvenile Court as provided in T.C.A. § 37-1-109 (T.C.A. § 37-1-155) <input type="checkbox"/> Adjudicated not to be a delinquent child (T.C.A. § 37-1-155) <input type="checkbox"/> Child has reached eighteen (18) years of age and there is no record that he committed a criminal offense after reaching sixteen (16) years of age, unless such fingerprints were obtained on alleged charge which if committed by an adult would be a felony (T.C.A. § 37-1-155) <input type="checkbox"/> Passage of six (6) months from date of liquor law violations defined by T.C.A. § 57-3-412(a)(3)(c) or T.C.A. § 57-5-301(e)(3)
--	--

D. McMILLAN, CLERK OF GENERAL SESSIONS COURT, WILLIAMSON COUNTY, TENNESSEE DO NOT REPLY TO THIS CASE UNTIL YOU HAVE RECEIVED A LETTER FROM THE CLERK'S OFFICE.  
 DATE: 12-14-21  
 CASE # 2021 CR 4946

It is ordered that all PUBLIC RECORDS relating to such offense above referenced be expunged and immediately destroyed upon payment of all costs to clerk and that no evidence of such records pertaining to such offense be retained by any municipal, county, or state agency, except non-public confidential information retained in accordance with T.C.A. § 10-7-504 and T.C.A. § 38-6-118.

APPROVED FOR ENTRY

_____ Defendant/Attorney for Defendant	Entered this <u>16<sup>th</sup></u> day of <u>May</u> 2022
_____ District Attorney General	_____ Judge



## GROUP SALES EVENT AGREEMENT

This Group Sales Event Agreement ("Agreement") is by and between **Administrative Office of the Courts** ("Group" or "you" or "your(s)") and, d/b/a **Embassy Suites Cool Springs** (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:	John Crawford	Name of "Event":	TN Municipal Judges Conference 2021
Title:	Education Manager	Date(s) of Event:	Thursday, November 4, 2021 - Saturday, November 6, 2021
Responsible Party (Company Name or Individual):	Administrative Office of the Courts	Post to Reader Board as:	TN Municipal Judges Conferences 2021
Address:	Nashville City Center, Suite 600 511 Union Street	Hotel Contact:	Kymberlie Kirk
City, State, Zip:	Nashville, TN 37219	Title:	Senior Sales Manager
		Property Address:	820 Crescent Centre Drive Franklin, TN 37067
Phone:	(615) 741-2687	Phone:	(615) 515-5207
Email	john.crawford@tncourts.gov	Email:	kymberlie.kirk@atriumphospitality.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").

Rates for your Event are confirmed as shown in the schedule.

**GUEST ROOMS and RATES**

<u>TN Municipal Judges Conference 2021</u>					
		Thu 11/04/2021		Fri 11/05/2021	
		Rooms	Rate	Rooms	Rate
Run of House	S	130	\$155.00	130	\$155.00
	D	0	\$155.00	0	\$155.00
	T	0	\$165.00	0	\$165.00
	Q	0	\$165.00	0	\$165.00

Total Room Nights Agreed: **260**

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, which is currently 9.75% but will be the tax rate in effect at the time of the stay. You confirm that you have dealt directly with us, and have not used any person or service entitled to a commission.

**SPECIAL CONCESSIONS**

- Complimentary Hospitality Suite and connecting King Suite for 11/4-6/2021. Group is permitted to bring own food and beverage into the Hospitality Suite
- Complimentary Guest room internet
- Discounted Meeting Room Wi-Fi at \$225.00 for duration of 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, October 5, 2021 ("Reservation Due Date"). The Hotel has no obligation to provide room nights beyond those contained in the Room Block.

**Rooming List**

In order to assign individuals to specific rooms, room reservations will be required. A rooming list is required in order to facilitate your attendees' accommodations, and it must be provided to the Hotel by Reservation Due Date. This list should include guest name, home or business address, email address (if any), requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates, preference for smoking or non-smoking room, and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations to the individual in writing.

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. The Hotel would appreciate receiving flight arrival times for your group, if available. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure. Should the Hotel allow for late check-out; it may impose a half day rate.

**GUEST ROOM CHARGES**

**Room only charged to Master Account:** You will be paying your Event guests' room and tax. Accordingly, all such charges incurred by Event guests will be charged to your Master Account. In order to be able to access the ancillary services of the Hotel, 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 any charges for the guest's use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, you will be responsible for the outstanding balance (which may be added to your Master Account or billed to you separately).

**MEETING REQUIREMENTS**

Though we usually charge for usage of our function space, the Hotel will provide all of the function space you require in accordance with the Schedule of Events described below on a complimentary basis (*excluding exhibit charges*) in recognition of the revenue we anticipate we will derive from the provision of room nights and food and beverage services and ancillary services in connection with your Event. 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 below includes all space necessary to accommodate your set-up and break-down times, all audio-visual needs, head tables and displays. Charge for Table top exhibits is \$35.00 per day.

**SCHEDULE OF EVENTS**

Date	Time	Event Class	Room	Setup	AGR	Rental
Thu, 11/04/21	1:00 PM - 5:00 PM	Break	Birch Foyer	Existing Setup	30	\$ .00
Thu, 11/04/21	1:00 PM - 5:00 PM	Registration	Birch Foyer	Registration	4	\$ .00
Thu, 11/04/21	1:00 PM - 5:00 PM	Setup	Birch-Hickory-Maple-Oak	Classroom	200	\$ .00
Thu, 11/04/21	3:00 PM - 11:00 PM	Hospitality	Hospitality Suite	Existing Setup	30	\$ .00
Thu, 11/04/21	5:00 PM - 8:30 PM	Meeting	Iris	Conference/Boardroom	25	\$ .00
Thu, 11/04/21	5:00 PM - 8:30 PM	Meeting	Magnolia	Conference/Boardroom	25	\$ .00
Fri, 11/05/21	7:00 AM - 9:45 AM	Break	Birch Foyer	Existing Setup	150	\$ .00
Fri, 11/05/21	7:00 AM - 5:00 PM	Meeting	Birch-Hickory-Maple-Oak	Classroom	200	\$ .00
Fri, 11/05/21	7:00 AM - 5:00 PM	Registration	Birch Foyer	Registration	4	\$ .00
Fri, 11/05/21	12:00 PM - 1:30 PM	Lunch	Junior Ballroom	Round Tables of 10	150	\$ .00
Fri, 11/05/21	5:00 PM - 11:00 PM	Hospitality	Hospitality Suite	Existing Setup	30	\$ .00
Sat, 11/06/21	7:00 AM - 12:00 PM	Continental Breakfast	Birch Foyer	Existing Setup	200	\$ .00
Sat, 11/06/21	7:30 AM - 9:45 AM	Break	Birch Foyer	Existing Setup	150	\$ .00

Sat, 11/06/21	7:30 AM - 12:00 PM	Registration	Birch Foyer	Registration	4	\$.00
Sat, 11/06/21	8:30 AM - 12:00 PM	Meeting	Birch-Hickory-Maple-Oak	Classroom	200	\$.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, three (3) 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.

**SERVICE CHARGE:** A service charge of 25% (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. This service charge is not a gratuity and is the property of Hotel to cover discretionary and administrative costs of the Event. 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 ROOM NIGHT REVENUE:** Based on the Total Contracted Rooms and the stated rates, the "Agreed Minimum Room Night Revenue" is \$40,300.00.

**AGREED MINIMUM FOOD AND BEVERAGE REVENUE:** Based on the above Schedule of Events, the "Agreed Minimum Food and Beverage Revenue" is \$12,000.00. 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.

**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~~ <sup>SL</sup>. 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~~ <sup>SL</sup> are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

**ATTRITION:** We agree to allow for a 90% 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~~ <sup>SL</sup>, 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 \$55,300.00.

Cancelled more than 181 days prior to arrival	50% or \$27,650.00
Cancelled 91 - 180 days prior to arrival	70% or \$38,710.00
Cancelled within 90 days prior to arrival	90% or \$49,770.00

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.

**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. 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 any other hotel owned or operated by Atrium Hospitality or its affiliates, 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.

Date	Deposit Due
Upon return of signed Agreement to Hotel	Waived with approved Direct Bill Application

Checks and money orders should be made payable to Embassy Suites Cool Springs and be delivered to:

Embassy Suites Cool Springs  
Attention: Accounting Department  
820 Crescent Centre Drive  
Franklin, TN 37067

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: guest rooms, banquet food and beverage charges, service charges, attrition charges, meeting space rental charges (if any), 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 reasonable 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.

**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 of \$500.00 per day, 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.

*Group will provide own AV equipment & technician, Ap*



**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 \$1,000,000.00 per occurrence. Group's insurance policy shall name the Embassy Suites Cool Springs and Atrium Hospitality LP (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 and Atrium Hospitality LP 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 exhibits' 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.~~

**ELECTRICAL/PHONE SETUP:** All electrical services and utilities, including phone and rigging, must be contracted for through the Hotel's Event Services Department.

**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.

**SHIPPING AND RECEIVING:** Due to limitations in secured storage space, the Hotel will only accept packages as follows: Boxes/packages may be sent for arrival a maximum of 48 hours prior to group arrival and will be marked with the responsible party's name, Group name, plus "Hold for Arrival Date of Thursday, November 4, 2021". There will be a handling charge as follows:

Boxes up to 36" x 24" x 24"	\$5.00 per box
Larger boxes / display cases	\$10.00 per box
Pallets	\$75.00 per box

Charges will be placed on the Master Account unless otherwise directed. Additional labor charges may be incurred depending on the size of the shipment, at the discretion of the Hotel. Hotel will not be responsible for any shipping charges, damages or loss to any packages or boxes.

**ENTIRE AGREEMENT:** This Agreement, including the below-referenced **Additional Terms and Conditions**, 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 **Wednesday, November 27, 2019**.

**ADDITIONAL TERMS AND CONDITIONS:** By signing where indicated below, you are agreeing that in addition to the terms and conditions of this Agreement as set forth above, this Agreement also includes the general terms and conditions set forth in the Additional Terms and Conditions (collectively, the "Additional Terms and Conditions") located on the following website, which terms and conditions are hereby incorporated into and made a part of this Agreement: <https://atriumhospitality.com/terms-and-conditions/>

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:

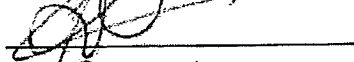
Administrative Office of the Courts

HOTEL:

d/b/a Embassy Suites Cool Springs

Group: TN Municipal Judges Conferences 2021

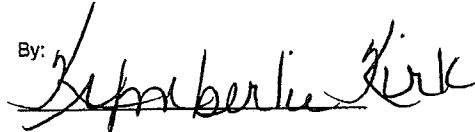
By:



Name: Rachel Harmon

Dated: 11/12/19

By:



Name: Kymberlie Kirk, Senior Sales Manager

Dated: 11/13/19

By:



Name: Maggie Moran, Director of Sales and Marketing

Dated: 11/13/2019