



8 Dan Fox Drive * Pittsfield, MA 01201 * 413-997-3537

REVISED GROUP COURTESY RATE AGREEMENT – Murphy Family Reunion

Post As:	Murphy Family Reunion	Today's Date:	December 21, 2025
Account Name:	Murphy Family Reunion	Resort Sales Contact:	Liisa Seuser
Client Contact:	Jeanne Martin	Sales Contact Phone:	920-427-2306
Address:	7335 Brookview Rd., #307	Sales Contact Email:	Liisa.seuser@vacatia.com
City, State Zip:	Elkridge, MD 21075	On-Site Resort Contact:	Liz Baldwin
Telephone:	410-707-8079	Telephone:	413-997-3537, ext. 104
Email:	Jmmartin2262@gmail.com	Email:	ebaldwin@dmresorts.com
		GROUP CUTOFF DATE:	July 1, 2026

This Agreement between **Murphy Family Reunion** ("Group") and Vacation Village at Weston ("Resort") is effective as of the date the Resort signs it. Resort agrees to hold the guestrooms noted in this Agreement on a tentative basis until **December 29, 2025**.

GUEST ACCOMMODATIONS

GUEST ROOM BLOCK

When Agreement is executed, Resort agrees to provide, remove from its inventory and consider sold to Group, and Group agrees to make every effort to promote the usage of the blocked rooms to its guests, as indicated in the "Guest Room Block" and pursuant to the room rates and arrival/departure patterns noted:

Group Room Reservation Arrangements / August 14-23, 2026						
Room Type	One-Time Resort Fee Per Reservation	Friday August 14 \$279	Saturday August 15 \$314	Sun-Thur August 16-20 \$139	Friday August 21 \$279	Saturday August 22 \$314
1-Bedroom Suite	\$20 + tax	3	10	15	10	3
		5	10	75	10	5
Total Potential Room Nights – 105 / Nightly Rate for guests staying 7+ nights - \$184						

GROUP NOTES & CONCESSIONS

- Two accessible rooms will be included in group block.
- Complimentary parking.
- All group rates are subject to applicable taxes, currently 13%.
- Three-night minimum length of stay per reservation.
- Indoor pool / outdoor hot tub / fitness room / arcade.

RESERVATION / ARRIVALS & CANCELLATIONS

RESERVATION PROCEDURES:

Individual guests must make their own reservation(s) by calling our Reservations Department at 413-738-2000 -- Option 1, prior to **July 1, 2026**.

- Reservations may be made Monday thru Friday between the hours of 7:30am and 4:00pm ET. (Messages will be returned in order received.)
- Individuals calling must identify themselves as members of the **Murphy Family Reunion** group.

All reservations must be guaranteed by a major credit card or by the Group Master Account; Resort will not hold any unsecured reservations. After the cut-off date, any rooms left in the room block will be released to Resort's general inventory, and reservation requests will be honored based only on Resort availability and the best available rate.

CHECK IN/CHECK OUT/INDIVIDUAL CANCELLATION

The Resort's check-in time is after 4:00 PM, and checkout is by 10:00 AM. Guests arriving prior to 4:00 PM will be accommodated as rooms become available.

- **Individual cancellations made within 7 days of scheduled arrival date will result in forfeiture/penalty of one night's room and tax.**

PAYMENT / MASTER ACCOUNT BILLING / DEPOSITS

PAYMENT PROCEDURES:

Guest Pays Own: Individual guests will be responsible for their own sleeping room rates, resort fees, applicable taxes and incidental charges. At the time of check-in, each guest will be required to present a major credit card on which Resort may place a hold or process a prepayment in the amount of \$150 for security deposit.

- **Room and tax for the first night of stay will be due at point of reservation.**
- **Final guestroom balances will be due and posted to credit card on file for each reservation on or shortly after July 31, 2026.**
- **The authorized credit card will be charged the full stay for all no-shows.**

GUEST ROOM NIGHT PRODUCTION / TRACKING

Resort enters into this Agreement with Group based on an anticipated number of guestrooms and should be made aware in advance of anticipated reservation commencement (Save the Date Announcements, meeting & event invitations, team registration/qualification dates, etc.).

- *Early reservations are encouraged.*
- *Additional rooms may be added to Group block only after the original negotiated room nights have been reserved. Additional rooms and previously negotiated group rates are not guaranteed and will be allocated based only on Resort availability and demand at the time of request; Resort's prevailing rates may apply.*
- *Group pickup will be reviewed quarterly, and should it not be on pace to meet the anticipated room nights negotiated, and in lieu of a formal Group Attrition and/or Cancellation Agreement Clause, Resort has the right to reduce the number of rooms held. A group reduction will not occur without proper attempt by Resort to review group pickup with Group Contact.*
- *Should Group prefer to contract a guaranteed block of rooms, a Revised Group Agreement must be executed.*

MISCELLANEOUS

NON-SMOKING POLICY: The Resort is a smoke-free facility. Upon arrival, guests will be asked to indicate their agreement with the Resort's policy. In the event any guest chooses to smoke inside their guestroom, a minimum recovery fee of \$250.00 will be applied to their personal account.

SIGNS AND BANNERS: Signs and banners may be displayed only with prior authorization from the Resort Management team.

GENERAL PROVISIONS

GROUP'S PROPERTY / INSURANCE

Group agrees Resort will not be responsible for the safekeeping of Group's property or the property of its guests or invitees left in function rooms, public spaces, or anywhere on Resort property other than the Resort safe. State laws govern the Resort's liability for items stolen or kept in Resort's safe. Group is responsible for securing and providing insurance coverage for its property and hereby assumes responsibility for loss thereof. The group waives any claims under Resort's insurance policy for the loss of such property. Group may not rely on any verbal or written assurances provided by Resort staff, other than as provided in this Agreement.

FORCE MAJEURE

The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Resort facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice.

DISPUTE RESOLUTION

This Agreement will be interpreted in accordance with the laws of, and the exclusive venue for any dispute shall be in, the county or city and State in which the Resort is situated. The prevailing party shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings. To the extent allowed by law, the parties hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

MISCELLANEOUS

The persons signing this Agreement each warrants they are authorized to bind the party for which they are signing. Any provision of this Agreement deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT

Group may not assign or transfer this Agreement or any part thereof without the written consent of Resort. Any such attempted assignment or transfer by Group may, at the option of Resort, be deemed a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

COMPLIANCE WITH LAWS

Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Resort property, including obtaining any permits required for Group's activities during the event. Resort may require Group to present proof of such compliance prior to the event. Resort relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state, and local regulations regarding room capacity limitations and health, safety and fire codes. Resort reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Resort decides, in its discretion, to take any of the actions above, it shall do so without penalty and the Group shall remain liable for all obligations under this Agreement.

GOVERNING LAW, JURY WAIVER AND LITIGATION EXPENSES

The interpretation, validity and enforcement of the Agreement is subject to and governed by the laws of the State of Massachusetts. Each party knowingly and voluntarily waives the right to a trial by jury in any litigation arising under or relating to this Agreement. The parties agree that, in the event litigation relating to this Agreement is filed by either party, the non-prevailing party to such litigation will pay the prevailing party's costs, including reasonable attorney fees.

ENTIRE AGREEMENT

This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersedes any previous communications, representations, or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

ACCEPTANCE OF AGREEMENT

If signed Agreement has not been received by Resort on or before **December 29, 2025**. Resort shall have the right to release the guestrooms and event space; renegotiate rates, terms, and conditions of this Agreement; or contract with other parties for the use of the room block, event space and/or catering services outlined in this Agreement without further notice to Group. Any changes, additions, deletions, or stipulations including corrective lining by either Resort or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other. The contract shall not be deemed fully executable without all signatures and countersignatures.

IN WITNESS WHEREOF, Resort and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Murphy Family Reunion

Signature: _____

Name: _____

Title: _____

Date: _____

Berkshire Mountain Lodge

Signature: _____

Name: _____

Title: _____

Date: _____