

**Board of Regents
Emergency Meeting Minutes
January 20, 2022**

CALL TO ORDER: The Chair, Cathy F., called the meeting to order at 6:01 P.M.

ROLL CALL WAS TAKEN:

Present by Phone: Cathy F., **Guy H., John C., Valerie D., Andre G., Gary M., Jo K., Arnie B.,
*Zach M., KC B., International Executive Secretary and Israel, Office Manager.

*Zach M. joined the meeting at 6:21 P.M.

**Guy H. signed off the meeting at 6:40 P.M.

The topic for discussion was the hotel contract for the May 2022 Board of Trustee Meeting in Cherry Hill, NJ. There will only be a B.O.T. meeting and no International Conference. Due to this the B.O.T. asked the B.O.R. to review the contract.

After much discussion, the following was decided and sent to the B.O.T. Chair, Pete K. of the B.O.R. concerns and changes to the hotel in Cherry Hill that the B.O.R. believe are important and the best for the organization.

This Board's recommendation is that neither B.O.R. or B.O.T. sign the contract as written. The following are the items that this Board believes should be renegotiated or added to the contract before signing:

- Signature - If, as the Chair of the B.O.T., you are signing, the agreement should not be with Gamblers Anonymous International Service Office (GA ISO). You do not have authority to bind GA ISO. All references to this should be removed. Also note on each additional page header it lists GA ISO BOT, which is not an entity. You may want it to state Board of Trustees of Gamblers Anonymous (BOT GA). Also note that the PO Box listed is not a valid ISO address. If the BOR chair is signing, the name and address in the contract is fine, but the header still needs to be changed.
- Guest Room Block - One of the biggest concerns noted by the B.O.R. is the high guest room block. The B.O.R. would counter with 155, and a minimum room number of 124 (155 X 80%) for the following reasons:
 - Even reducing from 210 to 189, the number is still more than what was done at the last Cherry Hill Trustee Meeting.
 - 40 members attended the Orlando Trustee only. 40 X 3 room nights is 120. Note also some member's may double up and

share rooms, which reduces your room count, while others will only stay two nights.

- Program - The Board commends you on the movement of the free room from Wednesday to Tuesday. That is a big win. The Board also noted that if the B.O.R. signs on behalf of our non-profit company and completes the paperwork, we may be able to benefit from the tax exemption on items charged to the Master account. Not so, if the B.O.T. is signing.
- Function Space - The Board noted details on event space needs to be there within four week which is coming up soon. No contract action – just worth noting.
- Food & Beverage – Standard practice is to know the cost before signing the contract. We recommend knowing how much coffee costs and the quantity you will supply, as well as water. There may be an addendum to the contract that was not forwarded. Board members clarified that coffee is expensive. It was suggested that quantities be determined beforehand and have not exceed amounts per day to try and stay within cost structure.
- Audio Visual – Standard practice is to have the AV cost included in the contract before signed, for example, cost of microphone, recording equipment, power drop, etc. (Per our external conversation, I understand you have this, and it will be an addendum to the contract.)
- Fees – B.O.R. noted nothing is listed for wi-fi in the meeting room. This is not a sticking point, just a notation or potential negotiating item. Another note only, is the 14-day minimum requirement to have event set ups identified. No contract action – just noting.
- Damages: The B.O.R. highly recommends the purchase of liability insurance for damages. This would cover for example, if a member accidentally spilled their coffee in the meeting on another and hurt them, and other kinds of damages. An estimate cost of about \$200.
- Outside invitees: note that we would consider former B.O.T and other non-B.O.T. GA member attendees as part of the meeting, not called out as guests as defined in the contract.
- Deposit & Payment Schedule - This section needs to be reworded. It is impossible to have Final Payment of this event by 5/2/22 as the event will not have taken place, and we do not know how much rebate credit on our Master Account there will be. Also, the wording that it is non-refundable needs to be removed or they need to add the words “force majeure” or the

“Acts of God clause” to it. Same with adding the words on the last sentence in that paragraph talking of lost revenue will remain in force. The Board suggested negotiating the final payment be made two-weeks/30 days after the event. This would be especially helpful as a check will probably need to come from the ISO to the hotel.

- Master Account Payment – Besides the name change, it again says payment 14 days in advance. Also, the guestrooms are the individual’s responsibility, not the groups as listed. The second paragraph needs rewording and removal of the Groups responsibility.
- Unexpected Overages – Whose credit card will be on file? The ISO has a small credit card for incidentals, but it would not have the limit needed for this purpose.
- Changes, Additions, Stipulations or Lining Out – We suggest that the word “written” be added before the word “modifications” in the last line: meaning written modifications.
- Concessions – B.O.R. noted that the complimentary rooms and rebate are only granted once the minimum room block is fulfilled. It was also discussed that standard B.O.T. practice is that the complimentary rooms are to be paid by the individuals to the hotel with a credit going to the Master Account. Meaning, everyone pays their way, and the Group gets the credit.
- One final suggestion by the Board is to increase the B.O.T. meeting fee from \$30 to \$50. It was even suggested fees should be sent in advance to ISO for collection, perhaps at a discounted price, e.g., \$45 by two weeks in advance or \$50 at the door.

These are the recommended changes needed before signing the contract. The B.O.R. did discuss who should sign, the B.O.R. Chair or the B.O.T. Chair. The majority of the B.O.R. leaned towards the B.O.T. chair signing the modified contract, for expediency and accountability. Note the B.O.T. Chair Meeting Expense budget of \$10,000 has a remaining balance of \$5,521.36 to cover the chair and two co-chairs’ expenses and any residual monies needed for the event.

The chair of the B.O.T. was asked to let Cathy F. know any next steps or actions for the B.O.R. The B.O.R. members are looking forward to the next meeting and some of us will see you there!

The meeting closed with the Serenity Prayer at 7:40 P.M.

Respectfully submitted by Jo K., Recording Secretary