

«TableStart:RootObject»

615 Washington Ave. SE

Minneapolis, MN 55414

Hotel Phone Number: 612-379-8888

Sales Fax: 612-379-8436

**Regents of the University of Minnesota (“Group”)**

**Through its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date Prepared:**

 **GROUP NAME:**

**MEETING NAME:**

**CONTACT:**

**TITLE:**

**ADDRESS:**

**E-MAIL:**

**PHONE:**

**Event Dates:**

**Sales Manager:**

**Phone Number:**

**Email:**

**REGENTS OF THE UNIVERSITY OF MINNESOTA** (“Group”) and **GRADUATE MINNEAPOLIS** (“Hotel”)agrees as follows:

The total value of this contract based on the guest room block and catering commitment is\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_ for food and beverage minimum and \_\_\_\_\_\_\_\_\_ for meeting room rental **= \_\_\_\_\_\_\_\_\_\_.**

The Hotel agrees to hold the space listed below on a tentative basis until \_\_\_\_\_\_\_ (date). If the Hotel and the Group do not have a fully executed contract on \_\_\_\_\_\_\_ (date) the Hotel will release the space for sale to the public.

# GUEST ROOM BLOCK & RATES:

|  |  |  |  |
| --- | --- | --- | --- |
| ***«Name» ~*** |  |  |  |
|  |  |  |  |
|  | **Occupancy** | **Rooms** | **Rate** |
|  |  |  |  |

All rates are net, non-commissionable and are subject to state and local taxes currently assessed at 14.025%.

**PARKING**

Self parking is available at $28.00 plus tax per day. Prevailing rates apply at check-in.

Non‑overnight guests may park in the Washington Avenue Ramp that is connected to the Hotel by an enclosed walkway. Current charges are:

$2.50 per hour ‑ up to 5 hours

$13.00 maximum daily charge

**ROOM RESERVATION PROCEDURE AND PAYMENT**:

**INDIVIDUAL AND PAYMENT**

Individual members of the Group will be responsible for the cost of their guest room, tax and other room charges, except to the extent the Group has agreed in writing that partial charges are to be master billed to the Group. Individual members of the Group should contact the Hotel to reserve rooms and personally guarantee payment of rooms with a credit card or first night’s room deposit. Reservations can be made by contacting the Hotel directly at 612-379-8888 or thru a reservation link provided by the Sales Department. The Hotel will honor reservations received by \_\_\_\_\_\_\_\_\_\_(date). Reservations received after this date are subject to space availability at the prevailing room rates. All room reservations must be guaranteed for late arrival and secured with a deposit equal to the first night’s room and tax or with a major credit card. Failure to cancel a guaranteed reservation 24 hours prior to the day of arrival or occupy the room will result in a charge of one night’s room and tax applied to the individual’s credit card. Rooms which are thus charged will be regarded as used and will not be included in the calculation of attrition damages.

**GROUP AND PAYMENT**

The Group contact has agreed to provide a rooming list four weeks prior to arrival with the understanding that the payment of rooms will be direct billed to the Group. The list must be received by the hotel no later than \_\_\_\_\_\_\_\_\_ (date). If the list is received after this date, rooms reserved are subject to space availability at prevailing room rates. Failure to cancel a guaranteed reservation 24 hours prior to the day of arrival or occupy the room will result in a charge of one night’s room and tax applied to the master account. Rooms which are thus charged will be regarded as used and will not be included in the calculation of attrition damages.

**PAYMENT**

Group will be responsible for room and tax for the individuals on a rooming list and an account will be set up for direct billing purposes except where noted on the rooming list that the individual will be responsible for all or part of the number of room nights. Individuals will be responsible for incidental charges.

**OR**

Individuals shall be responsible for their own room and tax, and incidental charges. Payment will be accepted in the form of a major credit card, cash or check.

**CUT OFF DATE**

The room block, as previously outlined, will be held until \_\_\_\_\_\_\_\_ (date) at which time all rooms not reserved will be released for general sale. Reservations received after this date will be accepted on a space and rate available basis. If the group rate is not available after this date, the prevailing rates will apply for any reservations confirmed.

**CHECK IN/CHECK OUT**

Check in time is after 4:00pm Central Time, and Check out time is by 11:00 am Central Time. Group attendees will notify Hotel directly if special accommodations to these times are needed. Guests arriving prior to 4:00pm will be accommodated as rooms become available. Arrangements can be made to check baggage for those arriving early when rooms are not available.

**RELOCATION**

Hotel agrees that it will use its best efforts to avoid relocating Group’s attendees. In the event the Hotel is unable to provide a room to a Group attendee holding an accepted and/or confirmed reservation, the Hotel will, at its own expense, provide comparable accommodations and transportation to and from the substitute hotel for each day during which Hotel cannot provide a room. Additionally, the Hotel will provide (2) complimentary five-minute phone calls (DOMESTIC ONLY) for each day of relocation. Upon return to Hotel, Hotel will provide a note of apology and either place each relocated guest in upgraded accommodations, if available, for the duration of stay or provide comparable credit for a future stay. Reservations relocated will continue to count towards any negotiated complimentary room count calculations and/or attrition damages.

**CATERING**

Upon receipt of this signed Hotel Agreement, the Hotel’s catering service manager will contact Group to make arrangements for the event. Function details such as banquet menus, meeting room set up, audiovisual requirements, and bar arrangements must be finalized with catering manager at least 30 days prior to the event. Meeting rooms will be set based on the number guaranteed. The set number is not to exceed 10% over the guarantee. In the event that the guarantee is not received at least three working days prior to the event, the Hotel will assume the guarantee to be the maximum number originally expected.

Banquet charges will be charged to the master account. Payment is due in full within 30 days of receipt of invoice.

**SCHEDULE OF EVENTS**

| **Date** | **Time** | **Event** | **Room** | **Setup** | **AGR** | **Rental** |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  |  |  |  |

A $\_\_\_\_\_\_\_\_ food & beverage minimum (not inclusive of tax & service charge) is required for your event.

A service charge of 14% of the total food & beverage and/or room rental revenue will be added, which will be provided to wait staff employees, service employees, and/or service bartenders. An administrative fee of 11% of the total food and beverage and/or room rental and applicable taxes will be added. This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employees and is not the property of the employee(s) providing service for your function.

**SALES MANAGER SELECT ONE OPTION**

Meeting room rental for your event is $

Rental for your event is based upon the following sliding scale for guest room consumption.

**Meeting Room Rental Sliding Scale**

% of Paid Guest Room pick up (cumulative): Daily Meeting room rental (all rooms included)

|  |  |
| --- | --- |
| 80% and higher | $0.00 |
| 60-79% | $0.00 |
| 40-59% | $0.00 |
| 20-39% | $0.00 |
| 19% and lower | $0.00 |

Or

Rental for your event is based upon the following sliding scale for food and beverage minimum achievement.

**Meeting Room Rental Sliding Scale**

% of Food and Beverage minimum achievement: Total Meeting room rental (all rooms included)

|  |  |
| --- | --- |
| 100% and higher | $0.00 |
| 80-99% | $0.00 |
| 60-79% | $0.00 |
| 40-59% | $0.00 |
| 39% and lower | $0.00 |

**AUDIO VISUAL**

PSAV is our in-house audio visual provider.If you choose to utilize another audio visual company or bring your own audio visual equipment of any type, please be advised that there will be a fee assessed based on your equipment needs.

**CANCELLATION**

The Group agrees that should it cancel its commitment the actual damages would be difficult to determine. The following provisions represent a reasonable effort on behalf of the Hotel to establish their actual damages to be paid by the Group and the sole and exclusive remedy of Hotel for cancellation of this contract to the Hotel.

The maximum cancellation fee that may be charged shall be based on the number of rooms blocked at the Group’s request as of the date of cancellation and the contract room rate for the block. The agreed to cancellation fee specified herein for events cancelled will be as follows:

Date of Cancellation Percentage Owed of Total Room Revenue and

 Food and Beverage Combined

 Date of signing to 120 days 0% owed of total anticipated revenue

 119 – 90 days out 25% owed of total anticipated revenue

 89 – 60 days out 40% owed of total anticipated revenue

 59 – 30 days out 60% owed of total anticipated revenue

 Less than 30 days 75% owed of total anticipated revenue

Hotel may submit an invoice for cancellation fees at any time after the event is cancelled. Payment is due 30 days after the date of the invoice. Payments not received within 30 days of invoice date will be subject to a 5% late fee plus 1.167% monthly interest.

Once notice of cancellation is given, the Hotel shall immediately return the blocked sleeping rooms and reserved meeting rooms to its inventory and make good faith, commercially reasonable (based on standards of first class hotels in the Twin Cities Metropolitan area) efforts to resell the rooms. If, as a result of its efforts, the Hotel’s losses as determined in good faith by the Hotel are less than the cancellation fees already invoiced to or paid by the Group, Hotel shall adjust the invoice or issue a refund to the Group credit equal to the difference.

**ATTRITION**

Hotel is relying upon Group's use of **\_\_\_\_\_\_** room nights. Group agrees that a loss will be incurred by the Hotel if Group's use is less than 75% of the total Guest Room Block. If Group's actual usage is less than 75% of the Guest Room Block, Group agrees to pay as liquidated damages and not as a penalty, as Hotel’s sole and exclusive remedy, the difference between 75% of the total Guest Room Block and Group's actual usage, multiplied by the agreed upon room rate. For any day that the Hotel achieves 100% occupancy during the Event, the Group will receive credit for the full achievement of Guest Room Block for that day.

The Group will not be liable for the payment of attrition or performance damages on any night(s) that the Hotel is "sold out." The Hotel will be considered "sold out" if no additional reservation will be accepted by the Hotel on the specific night or nights during the Group’s event.

**PAYMENT TERMS:**

*The following terms are for any charges billed to the Master, to include; cancellation charges, attrition charges, and full invoice upon conclusion of an actualized event.*

The Group agrees to payment terms of Net 30 days with no interest upon receipt of the original invoice. Any payment of undisputed amounts received after 30 days is subject to a 1.167% monthly interest fee (not to exceed 14% annually). Group agrees to notify Hotel of a dispute of any charges on an invoice in writing to the Hotel’s Accounting department promptly upon receipt of an invoice. Adjustments to Group’s charges, if any, will be included in a new invoice sent to Group following resolution of the dispute.

**RE EVALUATION:**

The Group has the right to re-evaluate the group block until (DATE). If, at this time, no changes are made, all cancellation and attrition clauses will be calculated by the numbers specified on this contract. If the Group decides to reevaluate the numbers for sleeping rooms and meeting functions, the attrition and cancellation penalties will be based upon the revised numbers with a maximum reduction of (20) twenty percent of the originally contracted amounts. All changes prior to the above date must be made in writing and signed by both parties.

**FORCE MAJEURE:**

 This Agreement may be terminated upon one party providing notice to the other if an Uncontrollable Event makes it impracticable or inadvisable to conduct the event(s) contemplated by this Agreement. An “**Uncontrollable Event**” means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, acts of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; campus closure or policy changes; or federal, state or local governmental orders or advisories).  If this Agreement is terminated due to an Uncontrollable Event, both parties waive any claim against the other for damages, provided that any deposits or other amounts paid by one party to the other shall be refunded. This Agreement cannot be terminated under this Section because of general economic conditions, including (without limitation) any recession or governmental budget cut. If Agreement is duly terminated under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

**INDEMNIFICATION**

Group will indemnify and hold harmless the Hotel, its officers, agents, employees, and representatives from and against all claims for bodily injury (personal injury) and property damage resulting from the performance of its obligations under this contract, except to the extent caused by the negligent act or omission of the Hotel, its officers, agents, employees and representatives. Group’s liability is limited to the extent of its insurance coverage pursuant to the Minnesota State Tort Claims Act, Minn. Stat. 3.736. Notwithstanding the above, Group will not be responsible for any damage, loss or cost of any kind arising from the actions of Group’s attendees, employees or contractors occurring in guest sleeping rooms.

The Hotel will indemnify and hold harmless the Group, its officers, agents, employees, students and representatives from and against all claims for bodily injury (personal injury) and property damage resulting from the performance of its obligations under this contract, except to the extent caused by the negligent act or omission of the Group, its officers, agents, employees, and representatives.

The Group is responsible for any and all damages and/or losses to the meeting and function rooms, and other areas set aside for Group’s use for the event while Group is in control of such rooms and areas which are caused by the Group or any of the Group’s employees, agents, guests or other persons attending the function.

**AMERICANS WITH DISABILITIES**

The Hotel represents that its facilities are in compliance with the regulations of the American With Disabilities Act (“ADA”) and will defend and hold the Group harmless from any and all claims arising from charges of non-compliance by the Hotel with the regulations of the ADA, including specifically those applicable to public accommodations.

The Group agrees it will furnish to the Hotel a list of any auxiliary aids needed in any meeting rooms or function space by its attendees. Should such auxiliary aids be required, the Group shall pay all charges associated with the acquisition, rental or provision of such aids.

When signed by representatives of both parties, this contract, which includes the schedule of events, and the Hotel policies and procedures, will constitute a binding agreement between the Group and the Hotel.

|  |  |
| --- | --- |
| REGENTS OF THE | HOTEL’S AUTHORIZED |
| UNIVERSITY OF MINNESOTA | REPRESENTATIVE |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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|  | **Graduate Minneapolis** |
| Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  |