**Phone:**       **Fax:**

**GROUP SALES AGREEMENT**

The following represents an agreement between       (the “**Hotel**”) and Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, through its      , and the specific conditions and services to be provided.

# DESCRIPTION OF GROUP AND EVENT

 **Organization:** Regents of the University of Minnesota,

 **Contact:**

 **Job Title:**

 **Address:**

 **Phone Number:**

 **Fax Number:**

 **Name of Event:**

 **Program Dates:**

**GUEST ROOM COMMITMENT**

The Hotel agrees that it will provide, and University agrees that it will be responsible for utilizing,       (     ) room nights ("**Total Room Nights**") as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Dates** | **Standard** | **Double** | Triple | **Quad** |
|       |       |       |       |       |
|       |       |       |       |       |
|       |       |       |       |       |
|       |       |       |       |       |
|       |       |       |       |       |
|       |       |       |       |       |
| *Total Number of Rooms**(“****Guest Room Block****”)* |       |       |       |       |

### GROUP ROOM RATES

|  |  |
| --- | --- |
|  | **RATES** |
| **Dates** | **Standard** | **Double** | Triple | **Quad** |
|       | $      | $      | $      | $      |

Hotel room rates may be subject to applicable state and local taxes (currently      %) in effect at the time of check‑in.

University reserves the right to review and make changes to the Guest Room Block no later than      , based on number of attendees confirmed, subject to availability. After      , the value of this Agreement for purposes of cancellation and attrition fees will be based on the revised Guest Room Block as of that date.

# COMMISSION

The group room rates listed above are net non‑commissionable.

# CHECK IN/CHECK OUT

Check in time is 3:00 p.m. or later, and Check out time is by 12:00 Noon. Guests will notify Hotel directly if special accommodations regarding these times are needed. Guests arriving prior to 3:00 p.m. will be accommodated as rooms become available. Arrangements can be made to check baggage for those arriving early when rooms are not available.

# METHOD OF RESERVATIONS

Reservations for the Event will be made by      . If a rooming list is to be provided, University will forward its rooming list by      .

# CUTOFF DATE

Reservations by attendees must be received on or before      ,       (the "Cutoff Date"). At the Cutoff Date, Hotel will review the reservation pickup for the Event, release the unreserved rooms in the Guest Room Block for general sale and determine whether it will accept reservations based on a space‑ and rate‑available basis at the University group rate after this date.

# PAYMENT BY CREDIT CARD OR CHECK

If University wishes to pay any portion of its obligation by credit card or company check, a form submitted by Hotel must be filled in prior to execution of this Agreement.

# MASTER ACCOUNT CHARGES

Attendees will pay their own room, tax, and incidental charges incurred by them at Hotel (cash‑paying guests may be asked to leave a cash or credit card deposit to guarantee payment) and University will be responsible for catering and meeting room charges incurred pursuant this Agreement. If University supplies a rooming list, University will be responsible for payment of guest rooms charges, including tax (but not room service or incidental charges incurred by guests), as well as all catering and meeting room charges incurred pursuant to this Agreement.

**FUNCTION INFORMATION AND EVENT AGENDA**

Based on the requirements outlined by University, the Hotel has reserved the function space set forth in the below Function Information Agenda/Event Agenda.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Room | Date | Start andEnd Time | Function | Set-up | # ofPeople | Rental |
|       |       |      . |       |       |       | $      |
|       |       |       |       |       |       | $      |
|       |       |       |       |       |       | $      |
|       |       |       |       |       |       | $      |
|       |       |       |       |       |       | $      |
|       |       |       |       |       |       | $      |
|       |       |       |       |       |       | $      |

**CATERING**

All banquet food and beverage arrangements must be made through the Hotel. University agrees that it will guarantee minimum food and beverage revenue of       and   /100 Dollars ($     ) (exclusive of applicable service charges and taxes) as part of the Event. Banquet menus (including prices), room set up, and audiovisual requirements, if any, must be finalized in writing with Hotel’s catering manager at least sixty (60) days prior to the Event and the written agreement shall be initialed by the parties and then attached to this Agreement as Exhibit A. Exhibit A shall also indicate the number of persons to be served at catered events. University will provide a final guarantee as to the number of guests not less than three (3) business days prior to the Event. Hotel agrees to serve up to       percent (     %) over the final guaranteed number. In the event that no revised guarantee is received at least three (3) business days prior to the Event, the Hotel will assume the guarantee to be the number of guests stated in Exhibit A.

**IMPOSSIBILITY**

 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 promptly refunded. Neither party shall be liable for indirect or consequential damages resulting from nonperformance of this Agreement.

# COMPLIANCE WITH LAW

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Hotel and University agree to cooperate with each other to facilitate compliance with such laws.

**CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or University, will not be considered agreed to or binding unless such modifications have been initialed or otherwise approved in writing by both Hotel and University.

**AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

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 University 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. University 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, University shall pay all charges associated with the acquisition, rental or provision of such aids.

# ACCEPTANCE

Prior to execution by both parties, submission of this document to University represents an offer by the Hotel which shall not be withdrawn before      . If University does not accept the offer in writing prior to that date, the offer will revert to a second option basis or, at the Hotel's option, the arrangements will be released, in which case neither party will have any further obligations. Upon receipt by Hotel of a fully executed copy of this Agreement prior to      , or upon Hotel's acceptance of a fully executed copy of this Agreement after such date, this Agreement will be binding upon Hotel and University.

Hotel and University have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

### Regents of the University of Minnesota

By: By:

Name:       Name:

Title:       Title:

Date: Date:

**EXHIBIT A**

**Banquet Menus and Audiovisual Requirements**

**Catering Requests**

**What:**

**How much:**

**How many:**

**Other:**