

CONFERENCE AGREEMENT

Name: Title: Organization: Regents of the University of Minnesota, through its Address: City, State, Zip: Phone: Fax: Email: Quote:	Catering Manager: Phone: Fax: Email: Event Dates: Event Post As: Date submitted: Option Date:
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AGENDA:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental

A facility fee of \$[] will be charged for the above space. A \$[] minimum in food and beverage, excluding tax and service charge, is required for the use of the rooms listed above or the difference will constitute a rental charge. Any items including, but not limited to, parking, and audio visual rentals are not included in the food and beverage minimum. All charges are subject to applicable service charge and sales tax.

Additional charges for parking will apply. Valet parking is available. Contact Catering Manager for more information.

ASSIGNMENT OF FUNCTION SPACE: The function space set forth above has been reserved based upon your expected attendance. We reserve the right to substitute comparable function space, or to assign different space at our option. You agree to confirm with us assigned function space before printing any materials listing specific meeting or function locations.

Final guarantee of guests attending is due 72 business hours prior to the event.
A non-refundable deposit of \$[] will be required with the signed contract by [Date].
The remaining balance will be due on the date of the event or within 30 days after the event.
The client has requested credit card or direct bill for payment of the final balance for master account.

The comparable function space and food and beverage functions listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth on the following page. Faxed signatures will be accepted. The persons *initialing below and signing the Standard Terms and Conditions*, agree that they are authorized representatives of the above indicated group and hotel, who have authority to enter this contract. This agreement and the terms and conditions on the reverse side may not be changed or amended unless done so in writing and signed by both parties.

Client: _____ Date _____

Hotel: _____ Date _____

STANDARD TERMS AND CONDITIONS FOR GROUP ROOMS/CONFERENCE AGREEMENT

1. **CANCELLATION AND PERFORMANCE:** The rates offered by the Hotel are based in part upon the total gross revenue anticipated from your agreement to use and pay for the rooms and events listed on the opposite side. You agree and understand that in the event of a cancellation or lack of full performance by you, actual damages to the Hotel would be difficult to determine. Therefore, you have agreed to pay reasonable liquidated damages to the Hotel as Hotel's sole and exclusive remedy for cancellation or lack of performance as described in this paragraph. Total anticipated gross revenues are limited to the total room block and minimum food and beverage and meeting room rental, if any.

<u>Date of Cancellation</u>	<u>Percentage owed</u>
Date of signing to 181 days in advance	0%
180 days to 60 days in advance	20%
59 to 30 days in advance	50%
29 days or less in advance of event	80%

If the event is held, but the Hotel does not realize the anticipated gross revenue from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 80% of the anticipated gross revenue from your event.

2. **IMPOSSIBILITY:** The performance of the agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party—such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking protection of this clause), civil disorder, utility disruptions, power outages, fires/fire alarms, or curtailment of transportation facilities—to the extent that such circumstance makes it illegal or impossible to provide or use Hotel facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon the delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical—but in no event longer than ten (10) days—after learning of such basis.

3. **PAYMENT IN ADVANCE:** Unless you have established credit in advance with the Hotel, the Hotel requests an advance deposit in the amount of 25% of the total estimated dollar value for the entire program. The remaining estimated balance is due in cash or by certified check at least three days prior to your function or by personal bank check two weeks prior to your function. If you have established credit, payment in full will be due within thirty (30) days of your function.

4. **FOOD AND BEVERAGE:** Due to state law, alcoholic beverages may not be brought into the meeting and event space of the Hotel. Approval from the Hotel must be obtained before bringing in any food or non-alcoholic beverages from outside sources. Pricing is quoted in advance of an event, but is subject to change due to fluctuating market prices. Menu pricing will be guaranteed for a maximum of thirty (30) days prior to the event with a signed catering event agreement and deposit on file. All pricing is subject to a 25% service charge which is not exclusively a gratuity to the staff working the event. Applicable state and local sales taxes and liquor taxes will be applied to all orders including the service charges applied to those orders.

5. **SECURITY:** The Hotel is not responsible for any loss or damage to your property. After consultation with you, Hotel may require you to provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which the Hotel is located. Security agency will be subject to prior approval from the Hotel.

6. **INDEMNIFICATION & INSURANCE:** To the extent permitted by law, you agree to protect, indemnify and hold harmless the Hotel, and the owner of the Hotel, and its directors, officers, agents, employees and contractors, from and against all claims for loss, damage or injury caused by you or your employees, guests, invitees or contractors at group functions in the Hotel, except to the extent such claims arise out of the willful or negligent act or omission of Hotel, its officers, directors, agents, employees or contractors. You further agree, if requested by Hotel, to obtain and keep in force General Liability Insurance covering the event described in this agreement with limits of not less than \$1,000,000 per occurrence and to provide the Hotel with a certificate of insurance naming Hotel as an additional insured for your event. In no event will University be liable for any damages, losses or costs of any kind arising from the actions of event participants that occur in guest/sleeping rooms. University's liability is governed by the provisions of the Minnesota Tort Claims Act and other applicable law.

7. **AUXILIARY AIDS:** The Hotel represents that the Hotel facilities being rented for you including guest rooms, common areas and transportation services will be in compliance with public accommodation requirements under the Americans With Disabilities Act. You agree that one week in advance you will furnish to the Hotel a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids by the Hotel. When your attendees make room reservations, please ask them to notify the Hotel of their auxiliary aid needs so that the Hotel may assist you as to the names of businesses with which you may contract to obtain aids.

8. **PROMOTIONAL CONSIDERATIONS:** The Hotel has the right to review and approve any advertisements or promotional materials in connection with your function that specifically reference Renaissance Minneapolis Hotel, The Depot or Marriott or CSM Corporation name or logo.

9. **GOVERNING LAW:** The law of the state in which the hotel is located will be the governing law.

10. **OPTION DATE:** If signed agreement has not been returned by [Date], the Hotel reserves the right to release these dates for sale without notice to you. A 48-hour first-right-of-refusal will be offered to you in the event of a definite request for your dates prior to the option date.

Agreed to by: _____
(Signature) (Date)

For Hotel: _____
(Signature) (Date)

Print: _____ Title: _____

Print: _____ Title: _____