

**GROUP SALES EVENT AGREEMENT**

A satisfied customer is our goal. We believe that if you feel like we delivered the service and product we promised, it is likely you will return and you will tell others about your positive experience.

This **Group Sales Event Agreement** (“Agreement”) between **Regents of the UNIVERSITY OF MINNESOTA** through its **<College/Unit/Institute/Department>** (“Group”) and **Bloomington Investors, LLC** ("Owner"), d/b/a **The DoubleTree by Hilton Bloomington - Minneapolis South** (“Hotel”) is intended to be helpful to both you and us and result in your satisfaction with our performance.

|  |  |  |
| --- | --- | --- |
| **Especially Prepared for:** |  | **Event & Hotel Information:** |
| **Group Contact:** |  |  | **Name of “Event”:** |  |
| **Title:** |  |  | **Date(s) of Event:** |  |
| **Company Name:** |  |  | **Post to Reader Board As:** |  |
| **Address:** |  |  | **Hotel Contact:** |  |
| **City, State, Zip:** |  |  | **Title:** |  |
| **Phone:** |  |  | **Phone:** |  |
| **Fax:** |  |  | **Fax:** |  |
| **Email:** |  |  | **Email:** |  |

### Special Consessions Exclusively for the University of Minnesota

* 1/45 Complimentary room based on consumed rooms
* Complimentary internet in all guest rooms
* 10% discount on AV

### Guest Room Accommodations

This Contract applies to the following block of guest rooms:

|  |  |  |
| --- | --- | --- |
|  | **date** | **date** |
| Run of House |  |  |

**TOTAL SLEEPING ROOM NIGHTS RESERVED:**

|  |
| --- |
| **Summary Of Minimum Revenue Anticipated By Hotel From This Agreement** |
| **Total Anticipated Sleeping Room Revenue:\*** | **$**   |
| **Total Minimum Food and Beverage Revenue\*\*:** | **$**   |
| **Total Anticipated Meeting Room Rental Fees:** | **$**   |
| **Ancillary and Other Revenue (Describe):** | **$**   |
| **“Total Minimum Anticipated Revenue”:\*** | **$**   |

***\*\* Does not include gratuities, service charges, labor fees, applicable federal, state or local taxes or any other fees outside of food and beverage product sales***

***\*Subject to re-evaluation as permitted herein***

**Option Dates**

These arrangements are being held on a **first option basis** until date (the “Option Period”). However, should other business opportunities arise such that we are in a position to confirm immediately, you will be advised and given **3 business days**, or until the end of your Option Period to confirm this Agreement on a definite basis by returning a signed copy of this Agreement to us, or so alternate dates can be researched and held for your use.

Please note that it is your responsibility to notify us if you need to request an extension of your Option Period. If we do not receive a signed copy of this Agreement by date we may, at our sole option and with no notice required, release this first option, or may continue to hold the arrangements.

**RATES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Room** | **Single Rate** | **Double Rate** | **Triple Rate** | **Quad Rate** |
| Run of House |  |  |  |  |

**Cut Off Date**

All the rooms provided for in your Room Block will be reserved on a definite basis for you upon signing of this Agreement. In order to assign specific room types to your attendees we ask that all room requests be received thirty (30) days prior to your major arrival day of **date**. After that date, the Hotel will continue to hold any rooms in your Room Block not assigned to a specific attendee for your Group if you pay for them in full at that time. Rooms not guaranteed and paid for in full as of the Cutoff Date will be released from your Room Block. You agree that the release of rooms will not affect the enforceability of this Agreement or your obligation to pay for unsold rooms in your Room Block. Advance payments will be refunded by the Hotel after your convention dates if rooms you paid for in advance were later paid for by your attendees. After the Cutoff Date, your Group attendees may still request rooms based on availability. If you have not guaranteed such rooms by prepayment, such rooms will be available at the Hotel’s prevailing rate.

**Re-Evaluation**

Group shall have the right to re-evaluate the Room Block and reduce the number of guest rooms in the Room Block by up to 25% until **90 days prior to arrival**. Any attrition and cancellation charges will be based on the revised Room Block as of **date**.

**Early Departure Fee**

If a guest who has requested a room within your Room Block checks out prior to the guest's reserved checkout date, the Hotel will add an early checkout fee to that guest's individual account of $50.00.Guests wishing to avoid an early checkout fee should advise the Hotel at or before check-in of any change in planned length of stay. The Hotel will inform your Group attendees of this potential charge upon check-in and suggests that you also inform your attendees of this obligation. The Hotel will deduct any collected Early Departure fees from the amount you may owe as performance damages.

**Check-In/Out Time**

Our check-in time is **3:00** PM; check-out time is **12:00** PM. All guests arriving before **3:00**PM will be accommodated as rooms become available. Our **Bellmen** can arrange to check baggage for those arriving early when rooms are unavailable and for guests attending functions on departure day.

**Room Assignments**

We understand room assignments will be made directly by the attendee via the Internet using the **Personalized On Line Group Page** or can be made directly with the Hotel room reservation department by calling our toll-free number **1-800-222-TREE.**

**Function Space/Fire Safety/Conduct of Event**

Based on your requirements as you have indicated them to be, we have reserved the attached program of function space needs (See Schedule 1, attached). Specific meeting rooms cannot be guaranteed and are subject to change.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Start Time** | **End Time** | **Function** | **Room** | **Setup** | **Agr** | **Room Rental** |

**Banquet Services**

Group has agreed to hold the food and beverage events set forth in the attached program schedule or to provide a minimum of $**<amount>** in banquet food and beverage revenue. In order to schedule staff and order products for your functions, we require that your final menu selections and room set specifications be received thirty days (30) prior to your major arrival day of date. Your catering manager will provide you with Event Orders establishing the financial and operational requirements for your Event based on your selections and program. You will need to sign a confirmation of the Event Orders and return it to the Hotel. If you do not return the Event Orders as requested, they will be deemed accepted by you.

Because food and beverage prices fluctuate in accordance with market conditions, menu prices for planned food and beverage functions will be established not earlier than six (6) months prior to your Event.

Upon request, copies of proposed menus will be provided. The quotations listed do **not** include state and/or local taxes, which are currently **7.275%** tax, service charges (see below) and gratuities (see below).

Until specific menus and prices are established, Hotel will compute any performance or cancellation damages due using the minimum revenue amount provided above.

The Hotel is licensed to serve food and beverages. No food or beverages may be brought into the Hotel by Group for service at this Event.

**SERVICE CHARGE:** **22%** (or the current service charge in effect on the day of the Event) of the food and beverage total, plus any applicable state and/or local taxes, will be added to your account as a service charge. This service charge is not a gratuity and is the property of Hotel to cover discretionary costs of the Event. No additional gratuity will be charged or is expected.

We will endeavor to notify you in advance of your Event of any increases to the gratuity and/or service charge should different amounts be in effect on the day of your Event.

**Credit Arrangements**

All individuals who attend your meeting will be responsible for their own room, tax and incidental charges upon check-out. Group will be responsible for costs of Group functions and only those guest rooms reserved by Group (if any).

**Master Accounts**

Group currently has credit with the Hotel and the Hotel will provide Master Account billing for charges incurred and approved by Group during your meeting. The Hotel reserves the right to require advance payments or deposits of all or part of your Master Account charges if your credit status changes. If advance payments or deposits are not paid on a timely basis after receipt of notice from Hotel, the Hotel will have the right, at its option, to consider the Agreement cancelled and will be entitled to cancellation damages as provided in this Agreement. All charges posted to your Master Account should be approved in writing by you or your authorized designee. We would like to review this account with you daily during the event to eliminate discrepancies.

If you prefer, all Master Account charges can be paid by credit card. Hilton accepts American Express, Diners Club, Discover Card, JCB International, Master Card or Visa for Master Account payments. We request that you provide us with your credit card information at departure, and we will charge the account at departure. If any charges are disputed, you agree that we may charge the undisputed charges to the account immediately and the remainder will be charged upon resolution.

**Impossibility**

Neither party shall be responsible for failure to perform this Agreement if circumstances beyond their control, including, but not limited to: acts of God; national or local emergencies, restrictions on transportation; orders by governmental authorities; or declared war involving the United States; make it illegal or impossible for the Group or the Hotel to hold the Event. The affected party may terminate this Agreement without liability upon providing written notice to the other party within ten (10) days of the occurrence.

**Performance and Cancellation Policies**

**Performance Policy**

Prior to your Event, from time to time, at our option, we may review the number of requests for room assignments which have been made by your attendees in order to compare your obligations herein with your actual likely performance. Should it appear in advance of your Event that the actual number of attendees will fall below the attendance we expect based upon your reserved Room Block, the Hotel reserves the right to assign alternate meeting space commensurate with your reduced space needs as indicated by your attendee's requests for room assignments. Hotel shall notify Group of all such reassignments.

**Sleeping Room Performance Policy**

The Total Sleeping Room Nights Reserved under this Agreement will generate $**<amount>** in revenue for Hotel (“**Anticipated Sleeping Room Revenue**”). If you do not use all of the sleeping rooms in your Room Block, you agree that the Hotel will suffer damages. Such damages will occur because Hotel will have lost the opportunity to offer your unused rooms to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damages clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to your possible lack of performance. Therefore, the parties agree that if the contracted Event is held as scheduled, Hotel will not seek damages for Group’s failure to use and pay for the Total Sleeping Room Nights Reserved if Group achieves a minimum of **85**%of the Anticipated Sleeping Room Revenue, subject to re-evaluation as provided herein. Should Group achieve less than this amount, Group agrees to pay to Hotel, as reasonable liquidated damages and not a penalty and as Hotel’s sole and exclusive remedy for attrition, the difference between **85%** of the Anticipated Sleeping Room Revenue, as re-evaluated, and the actualized guest room revenue received by Hotel for rooms used and paid for as part of the official Room Block, plus any applicable state and local taxes as required by law, as a reasonable estimate of the Hotel’s losses on sleeping rooms, ancillary revenue, costs of sale and other losses. Sleeping room performance damages will be reduced by Hotel’s resale of rooms in the official Room Block to other guests. There will be no sleeping room performance damages charged to Group for every night during the event that the Hotel is “sold out.”

**Food and Beverage Performance Policy**

The guestroom rates and concessions outlined are based on Group's guaranteed expenditure of a minimum of $**<amount>** in banquet food and beverage, excluding taxes, gratuities and service charges (“**Minimum Food and Beverage Revenue**”). Should you fall short of this Minimum Food and Beverage Revenue whether due to reduction in size of your meeting, drop in attendance, change in food and beverage events or otherwise, you agree that the Hotel will suffer damages that will be difficult to determine. Therefore, you agree that you will pay the Hotel, as liquidated damages and not as a penalty, the amount equal to the difference between the guaranteed Minimum Food and Beverage Revenue and the actual food and beverage revenue amount received by Hotel for your Group’s banquet food and beverage functions during your Event dates, plus any applicable state and local taxes as required by law. You agree that this charge is a reasonable estimate of the Hotel’s losses on food and beverage.

For example, if the Minimum Food and Beverage Revenue is contracted at $**fill in amount** and if the actual expenditure during the Event is $**fill in example amount** then the food and beverage performance damages will equal $**fill in amount.**

Once food and beverage functions have been established under the Event Orders sent to you by the Hotel, performance damages for food and beverage will be determined separately based on the terms of the Event Order(s) if anticipated revenue under the Event Orders is higher. At the time Event Orders are prepared, Hotel will advise Group if the food and beverage anticipated based on the Event Orders will achieve the Minimum Food and Beverage Revenue. If not, Hotel will supply Group with food and beverage options that would achieve the Minimum Food and Beverage Revenue. Group will have the option of altering the Event Orders to achieve the Minimum Food and Beverage Revenue, or paying the performance damages pursuant to this Food and Beverage Performance Policy.

All estimated sleeping room and/or food and beverage performance damages will be due and payable to the Hotel no later than thirty (30) days after the event, regardless of Master Account credit status, after receipt of an invoice from Hotel detailing such performance damages.

**Cancellation Policy**

Hotel has offered the favorable sleeping room rates and other concessions in this Agreement based upon the total anticipated revenues for your Event. If this Agreement is cancelled by Group, the parties agree that the Hotel will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and will incur additional costs in attempting to resell inventory that was already sold. The parties agree that the exact amount of such damages will be difficult to determine. The parties agree that the liquidated damage clauses provided for in this Agreement are a reasonable effort by the parties to agree in advance on the damages that the Hotel will suffer due to a cancellation. Therefore, Group agrees that should it cancel its Event for any reason, including changing its meeting site to another hotel, that Group will pay as liquidated damages to the Hotel immediately upon notice of cancellation a percentage of the total minimum revenues anticipated by the Hotel for your Event plus any applicable state and local taxes as required by law, as follows:

|  |  |  |
| --- | --- | --- |
| **Date of Hotel’s Receipt of Cancellation Notice\*** | **Percentage of Total Minimum Anticipated Revenue** | **Amount of** **Cancellation Damages\*\*** |
| Cancellation between date of signing and **< date>:** | **25** % = | $**<amount>** |
| Cancellation between **< date>** and **< date>:** | **50** % = | $**<amount>** |
| Cancellation between **< date>** and **< date>:** | **75** % = | $**<amount>** |
| Cancellation between **< date>** and **< date>:** | **85** % = | $**<amount>** |

***\*Hotel may consider your notice of cancellation to be invalided if not accompanied by payment of cancellation damages and thus may not release accommodations held until payment of the cancellation damages is received; therefore delay in payment may result in higher cancellation damages being owed.***

*\*\*Subject to re-evaluations as permitted herein.*

**Total Minimum Anticipated Revenue** for this Event is **$<amount>.**

“**Total Minimum Anticipated Revenue**” includes revenue from the total sleeping room nights reserved in the “Room Block” on page 1 of this Agreement at the contracted room rates established herein (less complimentary rooms), food and beverage events at the minimum per person charge as set forth in your Event Orders or minimum revenue guarantee, and meeting room rental as agreed. If this Event is canceled prior to the time that specific sleeping room rates are agreed upon or exhibit space rates are established, then our current room rates and current exhibit space rates, as set forth herein, will be used in calculating the Hotel's anticipated gross revenues. Ancillary revenues will not be included in the calculation of total Minimum Anticipated Revenue.

**Outside Contractors**

Should Group elect to utilize outside contractors or subcontractors on Hotel premises during your Event, including, but not limited to, a destination management company, audio/visual services, decorators, or others, you must notify Hotel of your intention to use such providers at least thirty (30) days in advance of your Event. Your outside contractors must sign a hold harmless, indemnification and insurance agreement as in the attached Exhibit entitled “Hold Harmless Agreement – Outside Contractors” in favor of Hotel, Hilton Worldwide, Inc., Hotel’s Owner and Group, and provide proof of insurance in amounts acceptable to Hotel (amounts and types of insurance may be changed or increased in Hotel’s sole discretion based on the type of services the outside contractor will be providing) before they will be allowed to provide services on Hotel premises. In some instances, Hotel may be required, pursuant to obligations imposed on Hotel by labor unions or collective bargaining agreements, to utilize Hotel labor to provide certain services, and Group agrees to pay the reasonable fees and/or charges associated with these services.

**Security**

If required, after consultation with Group, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to Hotel’s prior approval. Such security personnel may not carry weapons.Your security agency must sign a hold harmless, indemnification and insurance agreement in the form currently in use at Hotel in favor of Hotel, Hilton Worldwide, Inc., Hotel’s Owner and Group, and provide proof of insurance in amounts acceptable to Hotel before they will be allowed to provide security services on Hotel premises.

**Indemnification**

To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc. and the Hotel’s Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the “Hotel Indemnified Parties”), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney’s fees) (collectively, “Claim(s)”), arising out of Group’s performance of this Agreement, and Claims arising out of the sole negligence, gross negligence or intentional misconduct of Group’s employees, agents, contractors, and attendees; at group function; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional act or omission of the Hotel Indemnified Parties. Notwithstanding the foregoing, Group shall NOT be liable for any loss, damage or cost of any kind arising from the actions of attendees or Group’s participants or employees that occur in guest sleeping rooms. Hotel acknowledges that Group’s liability is governed by the provisions of the Minnesota Tort Claims act, Minn. Stat. §3.736 and other applicable law.

**Dispute Resolution**

The parties agree to use reasonable efforts to resolve all disputes arising out of this Agreement.

**Compliance with Laws**

Both parties agree to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

**Promotional Considerations**

Hotel has the right to review and approve any advertisements or promotional materials in connection with Group’s Event that specifically reference the name of the Hotel or a name or logo owned by a subsidiary of Hilton Worldwide, Inc., including, but not limited to: Hilton, Hilton Hotels & Resorts, Home2 Suites by Hilton, Hilton Grand Vacations, Hampton Inn, Hampton Inn & Suites, Doubletree, Conrad, Homewood Suites by Hilton, Embassy Suites Hotels, Waldorf~Astoria and Waldorf~Astoria Collection.

**Successors and Assigns**

The commitments made by Group will be binding on its successors and assigns. In the event that Group assigns, sells, conveys, pledges or otherwise disposes of all or substantially all of its assets (collectively referred to as "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organization, subject to approval by Hotel. In the event such an assignment is contemplated, Group agrees to notify Hotel at least thirty (30) days in advance of the planned close of the assignment transaction of the entities involved. Hotel will thereafter have twenty (20) days in which to notify Group if assignment is approved. Group may not otherwise assign this Agreement or any rights hereunder. In no event may Group transfer or resell its rights under this Agreement to any third party room reseller for any purposes, including but not limited to reselling cancelled or unused portions of the Room Block. Group and Hotel are the only parties to this Agreement. Notwithstanding the foregoing, the use of unused portions of the Room Block by any other department, unit, school, college or agency of the University of Minnesota will not be construed as an assignment or resale of rooms for purposes of this provision.

**Amendments/Changes**

If this Agreement is returned signed but with changes, it shall not constitute an acceptance, but rather a counteroffer by you that may be accepted or rejected by the Hotel in our sole discretion. This Agreement will become a binding commitment upon signature by both you and us (even if signed after the Option Period). Any amendments or changes to the arrangements described in this Agreement must be made in writing, signed by both you and us; provided, however, that this Agreement includes all signed Event Orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events and that your final guarantee of attendance may be made by phone.

This Agreement, including all exhibits attached hereto (if any), upon signature by both parties below, constitutes the entire understanding between the parties and may not be amended or changed unless done so in writing and signed by Hotel and Group. For purposes of this Agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or facsimile transmission will be considered as enforceable and valid as an original signature by the party signing. The effective date of communications between the parties will be determined as follows:

1. Communications sent via U.S. Mail or private mail delivery service (i.e. Fed Ex) will be effective as of the date sent; or
2. Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender.

For the avoidance of doubt, emails, including emails that bear an electronic “signature block” identifying the sender, do not constitute signed writings for purposes of this Agreement.

**Severability**

Any provision in this Agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. Our failure to enforce any term or condition of this Agreement does not waive our right to enforce that or any other term or condition at any time.

The undersigned expressly agree and warrant that they are authorized to sign and enter into this Agreement on behalf of the party for which they sign.

**ACCEPTED AND AGREED TO:**

|  |  |
| --- | --- |
| **GROUP:** **Regents of the University of (name of Department/School/Meeting name)** | **HOTEL:** **Bloomington Hotel Investors, LLC****d/b/a DoubleTree by Hilton Bloomington Minneapolis South** |
| By: **,** Name: Dated:  | By: , Sales Manager Name: Dated:  |

**EXHIBIT**

**RESPONSIBILITY CLAUSE FOR EXHIBITS**

 (the “Group”) shall assume responsibility for any claims arising out of the use of the exhibition premises of the Hotel. By Group and its exhibitors. In this regard, the Group agrees to indemnify, defend and hold harmless the Hotel, Hilton Worldwide, Inc., and the Hotel’s Owner, and their respective owners, managers, subsidiaries, affiliates, agents and employees from and against any claims or expenses arising solely out of the use of the exhibition premises by Group and its exhibitors. Group’s liability is limited by the provisions of Minn. Stat. §3.736 and other applicable law.

The Group agrees to obtain and maintain or require its exhibitors to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Group's indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than $1,000,000 combined single limit for personal injury and property damage. The Hotel, Hilton Worldwide, Inc., the Hotel’s Owner, and each of such entities’ owners, subsidiaries and affiliates (collectively, “Hotel Parties”) shall be named as additional insureds on such policy, and Group shall supply the Hotel with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

In order to protect Group and the Hotel, the Group agrees to include a Responsibility Clause in the exhibitor contract between Group and Exhibitor substantially similar to the following:

Exhibitor assumes responsibility and agrees to indemnify, defend and hold harmless Hotel, Hilton Worldwide, Inc., and the Hotel’s Owner, and their respective owners, managers, subsidiaries, affiliates, employees and agents (collectively, “Hotel Parties”), and Group from and against any claims or expenses arising out of the use of the exhibition premises by Exhibitor.

Exhibitor agrees to obtain and maintain during the use of the exhibition premises, Comprehensive General Liability Insurance, including contractual liability covering the Exhibitor’s indemnity in this Responsibility Clause. Such insurance shall be in the amount of not less than $1,000,000 combined single limit for personal injury and property damage. The Hotel, Hilton Worldwide, Inc. the Hotel’s Owner, and each of such entities’ owners, subsidiaries and affiliates (collectively, “Hotel Parties”) and Group shall be named as additional insureds on such policy, and Exhibitor shall supply the Hotel with Certificates of Insurance at least 30 days prior to the use of the exhibition premises.

The Exhibitor understands that neither the Group nor the Hotel Parties maintain insurance covering the Exhibitor's property and it is the sole responsibility of the Exhibitor to obtain such insurance.

****

DOUBLETREE BY HILTON BLOOMINGTON HOTEL MINNEAPOLIS SOUTH

TERMS AND CONDITIONS

PRICES/MENUS

Menu prices cannot be guaranteed and can be changed at any time without notice. Hotel will notify Group of all such changes affecting Group’s event.

All menu prices are subject to applicable Minnesota state tax, service fee (which is taxable) and gratuity. Current prices that are listed in our catering menus and are subject to change prior to confirmation. Quotations for a specialty theme or custom menu choices are available through our catering sales department. We ask that you make your menu selection at least (3) weeks prior to your event. No food may be brought into the meeting rooms or public areas unless prepared by the hotel: no food may be taken out of the hotel at the conclusion of the function, due to health regulations. All food and beverages must be consumed on the premises and purchased solely through DoubleTree by Hilton Bloomington Minneapolis South. All catering menus are limited to one choice per function (unless special religious or dietary restrictions apply). If multitude entrées are requested, menus will be charged at the highest selection price.

BANQUET EVENT ORDER

Group agrees that by signing the banquet event order for service/food/beverage/rentals you are acknowledging the fact that Group has ordered such service/food/beverage/rentals for the event and that the Group is fully responsible for payment of the total amount due.

GUARANTEED GUEST COUNT

Catering office must be notified of the exact number of guests attending no later than 11:00am, 72 business hours prior to the scheduled food function date. Monday, Tuesday guarantees must be received by 11:00am the preceding Thursday. If no guarantee is received by the catering office, we will assume the guarantee to be the original number given to us when planning the event and charged for the same. Same day meal guarantee increase will be assessed a 50% surcharge on your selected menu.

TAX EXEMPT

Groups who wish tax exempt status must provide documentation of tax exempt status, i.e., State Exempt Certificate to the catering representative 30 days in advance of any event for validation by the controller.

EVENT SPACE

Banquet and meeting facilities will be assigned by the hotel to accommodate the program outline requested by the group. The hotel reserves the right to move functions to other meeting/banquet rooms other than those appearing on the catering contract with prior notification. Function rooms are available no earlier or later than the time stated on your contract unless prior arrangements have been made with the sales and catering office. Should your event extend beyond the original agreed-upon time of conclusion, you will be subject to an additional per hour labor charge. If a change from the original room set-up is requested on the day of the function, an additional $125.00 minimum labor charge will be added to the banquet check. Hotel reserves the right to inspect and monitor all private parties, meetings, receptions, weddings, etc. being held on the premises.

SECURITY

The hotel may require security for groups whose size, program, or nature indicates such needs. Only hotel approved security companies may be used. If security is deemed necessary by Hotel and Group, confirmation from the security company must be received by the sales and catering office three (3) business days prior to the event.

ENGINEERING CHARGE

The hotel will provide basic electrical service to all meeting rooms. Groups such as tradeshows, exhibit booths, or groups having equipment with specific electrical needs should secure prior arrangements through the catering sales office. Charges will be incurred for special needs. Electrical charges will become the responsibility of the group hosting the event. To insure availability, arrangements for special electrical needs must be confirmed three (3) week prior to the event date.

ALCOHOLIC BEVERAGE CONSUMPTION

The sale and service of alcoholic beverages is regulated by the Minnesota State Liquor Commission. As a licensee, DoubleTree by Hilton Bloomington Minneapolis South is responsible for the administration of these regulations and as duly licensed by the state, observes the following restrictions.

* Alcoholic beverages may not be brought into hotel function rooms and conference center from outside sources.
* Consumption of alcoholic beverages is restricted to persons of legal age as determined by the State of Minnesota and the hotel reserves the right to challenge the age and/or the identification of any individual.
* The hotel reserves the right to refuse service of alcoholic beverages to any individual deemed to be intoxicated.

ENTERTAINMENT PROVISIONS

Entertainment is the responsibility of the guests, subject to approval by the hotel. The hotel reserves the right to limit and impose control on noise or volume of events necessary to accommodate all groups in house.

AUDIO VISUAL

The hotel offers state of the art audio visual equipment and technical support. Please contact the catering office for rates. If an outsource production/audio visual company is contracted the hotel requests coordination between both parties to ensure a seamless event. The outsource production/audio visual company is responsible for their equipment and additional charges may be applied. There is a $75.00 fee for any group wanting to patch into the house sound system. Any equipment or technician cancelled within 24 hours of a function’s start time will be billed at half price. No wireless microphones may be brought into the meeting rooms from outside sources.

HIGH SPEED INTERNET

The hotel offers high speed internet access in all meeting rooms. Please contact the catering office for rates.

**SIGNS AND BANNERS**

In order to preserve the décor in the Hotel’s public areas and to ensure a safe environment for our guests and associates, the Hotel has established the following policies for signage:

**Main Lobby:** Directional signs, professionally printed or supplied by the Hotel, are permitted when displayed on an easel from the Hotel. No signs are allowed near the guest room elevators. Banners are not allowed in the Main Lobby.

**Convention Registration Desk:** Groups occupying the Convention Registration Desk area (in front of the Hotel’s Guest Registration Desk) may place professionally printed signs or banners in front of the desk area. No other signs are allowed in the location. The Hotel’s Convention Services Department is responsible for hanging banners and charges may apply.

**Near The Escalators:** No more than one (1) directional sign per group may be placed in the Lobby or on the second level. No other signs or banners are permitted.

**Guest Room Floors:** One (1) sign on an easel per floor will be permitted on each floor’s elevator lobby area for directional purposes. No other signs or banners are permitted.

**Meeting Room Levels:** Signs may be placed on the Meeting Room Levels and displayed on an easel. The preferred/recommended sign size is 22”Wx28”H.

**Banners:** Banners may be hung in Meeting Rooms and in the Grand Ballroom Foyer but not in public areas. Banners belonging to the group must be removed at the end of the day if another group is using the same function space. The Hotel’s Convention Services Department is responsible for hanging and removing banners. Charges may apply.

**General Guidelines:**

* No hand-made signs are allowed. If a professionally-designed sign is not available, a typed

8 ½” x11” sign must be placed on a blank sign board and set on an easel.

* All signs must abide by the City of Bloomington Fire Code and not obstruct public traffic space.
* No Signs, posters or printed material may be pinned, taped, or affixed in any way to doors, walls or ceilings anywhere on the Hotel property. Cork board message centers may be arranged through your catering and convention services manager; fees may apply.
* Arrangements to hang any posters and/or banners must be made with the Hotel’s Convention Services Department or with your Catering Manager; charges may apply.
* Signs may be ordered, as an additional charge to the group, through your Catering or Convention Manager.
* Banners and/or signs which are to be attached to the floor-supported drapery must be hung by the decorators’ union, not the Hotel’s Convention Department.

**SHIPPING/RECEIVING & STORAGE** Our Shipping and Receiving Department is available from 8:30am -5:30pm Monday-Friday, and provides storage, pick-up and transfer of materials (less than 200 pounds) from any location within our hotel. Any materials shipped to the Hotel may not arrive earlier than two (3) days prior to your function and may not remain longer than two (2) days after your function. Prices are as follows.

# Inbound Package Handling Fees

This is the standard weight of pounds to be used by all hotels and the minimum fee to be applied to all incoming packages.

WEIGHT PRICE

0 to 5 lbs. $ 5.00 per box

6 lbs. – 20 lbs. $10.00 per box

21 lbs. – 50 lbs. $15.00 per box

Over 50 lbs. $25.00 per box

Crate $50.00 per crate

Pallet $75.00 per pallet

**Outbound Package Handling Fees**

$5.00 each box plus carrier costs

\* Certain packages may incur additional charges for packaging, please confirm packaging price with Receiving prior to shipping. All services are subject to 7.275% sales tax. Packages stored on property for more than or prior to 3 business days will be subject to a per day storage fee equal to the handling fee for each item.

**Shipping Tips:**

* All boxes should be uniformly addressed. The requested format is as follows:

 GUEST NAME (Name of the program’s on site contact, not Hotel contact)

 GUEST ARRIVAL DATE

 C/O **DoubleTree by Hilton Bloomington Minneapolis South**

7800 Normandale Boulevard

Minneapolis, MN 55439

RE: CONVENTION / PROGRAM NAME AND DATES

* Multiple packages within a single shipment should be numbered in sequence (e.g. 1 of 3, 2 of 3, etc...); it may be helpful to make note of the individual package contents so that careful records of all materials may be maintained and the sender alerted in the event of damage or non-receipt.
* Heavy boxes should be identified as such so that staff (either yours or ours) can avoid injury while lifting them.
* Require exhibitors to ship freight to the designated drayage company and not to the hotel. The drayage company will deliver boxes to the appropriate exhibit booth.
* Send shipping information in writing to your Catering or Convention Service Manager. Be specific regarding: the number of boxes shipped, the point of origin (company/city), how they were shipped, when they will arrive, where they should be delivered upon arrival, the size, weight and relative condition of the boxes, and any other information which would help the Hotel properly handle your shipment.

A signed copy of these conditions must be returned to the hotel with the signed confirmation agreement. This signed agreement considers these arrangements definite and confirmed.

Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hotel Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_