RADISSON BLU MALL OF AMERICA

RADISSON BLU MALL OF AMERICA
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Organization Name: Regents of the University of Minnesota, through its Department of:
Event Name: University of Minnesota Department of:
Event Dates: **Arrival Date** -
Departure Date -
Anticipated Attendance:
Contact:
Address:
Telephone:
E-mail:

Regents of the University of Minnesota, through its Department of _____ ("Group") and Radisson Blu MOA, LLC ("Hotel"), being the owner of the hotel commonly known as the Radisson Blu Mall of America agree as follows:

Hotel agrees to hold the space listed in this Agreement on a tentative basis until _____. If this Agreement is not fully executed by Group and Hotel by _____, the Hotel retains the right to release the guest room accommodations and/or renegotiate rates, terms, and conditions of this Agreement. If an alternate request is received for the same dates on or before _____, the Hotel will notify Group and Group will have forty-eight (48) hours from Hotel notification to return this executed Agreement.

GUEST ROOM BLOCK

When this Agreement is executed, the Hotel agrees that it will provide, remove from its inventory and consider sold to Group, and Group agrees that it will be responsible for using a total of ____ room nights as indicated in the "Guest Room Block" at the "Room Rates" pursuant to the following arrival and departure pattern:

		Day of Week Date	Day of Week Date
Run of House	**Guestrooms**	# of guestrooms	# of guestrooms
	Rate	Group rate	Group rate
Run of House	**Courtesy Rooms**	# of courtesy rooms	# of courtesy rooms
	Rate	Rate	Rate

Room Rates quoted are in US Dollars and are for single or double occupancy per room, per night. The above Room Rates are net, non-commissionable and are subject to applicable taxes (currently 16.025%) in effect at the time of check-out.

HOTEL GUEST ROOM AMENITIES

- All rooms offer complimentary bottle of water, complimentary coffee makers with complimentary coffee and tea, satellite television and in-room safe and refrigerators for the entire Group.
- Complimentary use of our state-of-the-art fitness center and pool.
- Complimentary internet in each guestroom (5MB per person).
- Complimentary Business Center.

CONCESSIONS

Based on the terms of this Agreement, Hotel will provide to Group the concessions listed below at no additional charge. Should the Group fail to meet their guestroom attrition threshold and/or food and beverage minimum, the Hotel reserves the right to renegotiate certain originally offered concessions, at Hotel's full discretion.
<list concessions>

Any special concessions must be used during the Event. Any unused special concessions do not have any value and cannot be used for future events.

ROOM RESERVATION PROCEDURES:

The room reservations for your Event will be made by one of the following: (please circle)

Individual Reservations:

Room reservations will be made by your attendees on an individual basis. Individuals should contact the Hotel through our toll free reservations number at 1-800-333-3333 or online at www.radissonblumoa.com and using the Group's promotional code, available upon returning this signed Agreement. In order to qualify for the Group Room Rate, attendees must make their reservations by the Reservation Due Date, and attendees must ask for the _____ rate when making their reservation. Any requests for special room arrangements must be made at the time of this reservation. All reservations must be guaranteed by one night's deposit, a major credit card or by the Group Master Account. In addition, at the time of check-in each guest will be required to present a valid credit card for any incidental charges they may incur during their stay.

Reservations via Rooming List:

Group will be providing a rooming list to the Hotel. The Group must submit the list to the Hotel no later than the Reservation Due Date listed below. All reservations must be guaranteed by one night's deposit, a major credit card or by the Group Master Account. Hotel will not hold any reservations unless secured by one of the above methods. In addition, at the time of check-in each guest will be required to present a valid credit card for any incidental charges they may incur during their stay. Any requests for special room arrangements must be made at the time of this reservation.

CHECK IN/CHECK OUT POLICY

The Hotel's check in time is after 3pm Central time, and check out is by 12pm Central time. Guests arriving prior to 3pm may be charged an early check in fee and will be accommodated as rooms become available.

Failure to cancel a guaranteed reservation by 3 pm on the day prior to arrival will result in a forfeiture of the room's deposit; a charge of one night's Room Rental rate and tax applied to the guaranteed method of payment. Additionally, an early departure fee, equal to one night's room and tax, applies to guests checking out prior to their departure date as confirmed at check-in. Regardless of whether a cancelled room deposit is refundable this shall have no bearing upon the Group's total liability pursuant to either the Attrition or Cancellation Clauses herein. If this charge is incurred, it will apply toward Group attrition minimum.

RESERVATION DUE DATE

The Hotel will honor reservations up to the blocked number of rooms received by _____ (the "Reservation Due Date") or until the block is sold out, whichever comes first. Reservations received after the Reservation Due Date will be subject to space availability and at prevailing room rates. Release of any rooms from the Guest Room Block after the Reservation Due Date will not affect Group's obligations under this Agreement.

GUEST ROOM ATTRITION

Hotel is relying on, and Group agrees to use, the Guest Room Block. In reliance on the Group's representations and obligations as stated in this Agreement, Hotel has taken the Guest Room Block out of its inventory and has foregone the opportunity to sell rooms in the Guest Room Block to other guests. Group agrees that Hotel will suffer a loss should Group's actual usage be less than eighty-five percent (85%) of the revenue from the Guest Room Block on a cumulative basis for the duration of the Event. Accordingly, eighty-five percent (85%) of the revenue is determined to be $_____ ("Guestroom Revenue Minimum"). If Group utilizes less than the Guestroom Revenue Minimum, Group agrees that it would be difficult to determine Hotel's actual losses, including the Hotel's lost profits. Accordingly, Group agrees to pay, as liquidated damages and not as a penalty, the difference between the Guestroom Revenue Minimum and the Group's actual usage, plus any applicable taxes. At the conclusion of the Event, this amount will be posted as a charge to the Master Account. Such amount shall be Hotel's sole and exclusive remedy for guest room attrition.

For the purposes of this Guest Room Attrition provision, the Guest Room Block shall not include any courtesy rooms.

EVENT AGENDA/FUNCTION INFORMATION:

The Hotel has reserved the following function space for Group's Event:

(insert event grid)

This is considered to be a firm commitment by the Group and any increase or decrease to that commitment may result in additional charges by the Hotel in consultation with Group. Meeting rooms are assigned according to the number of persons expected to attend and may be changed by the Hotel if attendance changes, or as otherwise determined in Hotel's sole discretion. Function space, if noted above, is not guaranteed and subject to change. The listed room locations are not guaranteed by Hotel unless confirmed in writing beyond this document. Additional meeting space is subject to availability and rental fees. Any room changes requested by the Group within twenty-four (24) hours of the start date of the Event will be subject to additional labor charges.

TOTAL MINIMUM F&B PURCHASE	TOTAL ROOM RENTAL	TOTAL SET-UP FEE
$	$	$

No Charge for Meeting Space

Based upon Group's requirements, Hotel's function room rental will be waived. Though the Hotel usually charges for usage of our function space, the Hotel will provide all of the function space listed above for Group on a complimentary basis, excluding exhibit charges and set-up fees, so long as the Guest Room Minimum and Food & Beverage Minimums are met (the "Meeting Room Rental"). If less is purchased, the resulting difference between the Food and Beverage Minimum and the actual purchases will become the meeting room rental. Please note that neither tax nor service charge applies toward meeting the Food and Beverage Minimum. Meeting Room Rental, if any is assessed, is subject to tax and service charges, if applicable, is separate from food and beverage charges, and is not in lieu of any liquidated damages.

OR

Meeting Space Rental Charge
The Hotel will provide all of the function space as outlined in the above schedule of events for a fee of **$** (the "Meeting Room Rental"), in addition to any exhibit fees and/or set-up fees. Meeting Room Rental, if assessed, is subject to tax and service charges; is separate from food and beverage charges; and is not in lieu of any liquidated damages.

Exhibit Tables
Tabletop exhibit tables are available for rent through the Hotel at the cost of $25.00 per 80" x 24" (6.7 feet long by 2 feet wide) unclothed table with two chairs per day. If a table covering is desired by Group, black spandex skirting is available for an additional $10.00 per table per day. Full-sized 8' x 10' exhibit booths are not provided by the Hotel and will need to be sourced through a third party, at Group's expense. If any Audio Visual is needed for exhibits, requirements can be sourced though Encore for an additional fee.

Vendors
Vendor setup times are to be coordinated directly through the Hotel's Sales Office. All vendors must load in and load out through the Hotel's Loading Dock/Security Check-Point. Hotel may require vendors to provide a copy of their proof of insurance, no later than two weeks prior to the Event Dates. Vendors are not permitted to load in or out through the Hotel's Main Front Entrance or the Mall of America Skyway. Should vendors try to do so, they will be turned away.

AUDIO VISUAL
A complete line of audio visual equipment is available through Hotel's preferred provider, Encore. For a full price list and any questions you may have regarding your event's audio visual needs, please contact Encore, 952-851-4097.
There will be an additional service fee for the use of, set up or assistance with equipment not supplied by the Hotel. Hotel cannot take responsibility for equipment brought into the Hotel by a third party. No outside company may access rigging points. Should they be needed, such work will require the use of Hotel's preferred AV provider, AVEX.

All discounts and negotiated items need to be arranged directly through AVEX.

Outside vendors must purchase the power through the Hotel. AVEX must manage all third party audiovisual work within the Hotel. To ensure that our liability needs and the proper standards and care of our property and equipment by vendors are met, we have established the following as conditions that must be substantiated prior to servicing any event at the Hotel:

1. All companies planning to do audiovisual work of any kind at the Hotel must contact Encore in writing no less than forty-five (45) days prior to their coming on property. Avex will advise the company what provisions must be met and assist in assuring all functions run correctly.
2. To maintain the integrity of our in house audio system, if a patch into the system is required, AVEX's staff must be notified. In this case, an additional charge will be assessed per meeting room.
3. Storage space for third party audiovisual companies will be the sole responsibility of that audio visual company. Hotel will make every effort to secure space if notification is given, but is under no obligation to provide such space. If space is available, the vendor will be charged rack rate for the storage space.

4. All electrical requirements must be addressed no later than forty-five (45) days prior to the Event. All electricity required to operate the vendors' equipment will be billed at the prevailing rate.
5. No equipment or cases are to remain in the "back of the house" at any time. Empty cases are to be removed from the Hotel or placed in appropriate storage (after unloading).
6. The third party audiovisual company vendors must be appropriately dressed when on Hotel premises.
7. When any Hotel meeting space is in use, a representative from AVEX must be present from load in to load out. The technician will strictly be an observer to maintain Hotel standards. A flat fee will be assessed for both move-in and move-out.
8. Hotel has the right to refuse or deny access to our property to any third party vendor if the above agreements are not met. AVEX will notify Group first of any issues.
9. Group's proposed vendors must meet minimum standards established by Hotel, including insurances and indemnification requirements. Fire retardant certificates must be provided for all applicable products utilized by third party vendors.

AVEX products and services are subject to applicable labor and/or service fees.

Complimentary basic high-speed internet service is provided to each guestroom and to each person in the meeting rooms. Additional bandwidth is available for purchase with the hotel's audio visual provider, Encore.

FOOD AND BEVERAGE

Group agrees that all food and beverage items must be supplied and prepared by the Hotel. Group agrees that it will provide Hotel total food and beverage revenue in the minimum amount of $_____ (the "Food & Beverage Minimum"), not including taxes, service charges, room service, parking or other miscellaneous charges, or restaurant or bar usage not sponsored by the Group. The Food & Beverage Minimum is based upon the functions listed above and the Group's attendance.

Attendance guarantees must be given three (3) business days (excluding weekends) prior to your Event. Guaranteed numbers are not subject to reduction within the three (3) day period. Increases to the guaranteed numbers are only accepted based upon Hotel's availability. For Events in which no guaranteed attendance is provided timely, Hotel will automatically use the anticipated number of attendees provided by Group herein, or the actual number of attendees, whichever is higher, to determine the charges for which Group will be fully responsible. Please note that any leftover food or beverage cannot be removed from the Hotel.

Group acknowledges that only Hotel employees or bartenders may dispense alcoholic beverages. Further, the Hotel has the right to deny alcoholic beverage service to any guest who appears to be intoxicated or under age.
The food and beverage functions for your Event will be subject to applicable tax and service charges. Currently, all food and beverage is subject to a 15.3% service charge which is paid solely to the employees serving your function (limited to wait staff, service employees and service bartenders), and a separate 8.7% administrative fee. The administrative fee defrays overhead costs associated with your function and no part of it is paid to the service employees. All food and beverage is subject to 7.28% state sales tax and 12.775% liquor tax. An additional charge may apply for Events with less than twenty-five (25) persons. No separate gratuity will be charged or is expected.

FOOD AND BEVERAGE ATTRITION

Hotel is relying on, and Group agrees to meet, the Food & Beverage Minimum. If Group fails to use the Food & Beverage Minimum, Group agrees that it would be difficult to estimate the lost profits the Hotel would suffer as a result of such

failure. Accordingly, Group agrees to pay within thirty (30) days after the Event, as liquidated damages and not as a penalty, the difference between the Food & Beverage Minimum and the actual charges incurred by Group with respect to food and beverages. This amount will be posted as a charge to the Master Account. Such difference will be charged as meeting room rental together with any applicable taxes. Such amount shall be Hotel's sole and exclusive remedy for food and beverage attrition.

PORTERAGE

Luggage delivery is available for $10.00 per person, each way. Options include *delivery based upon availability* or *guaranteed delivery.* Please inquire with your Convention Services Manager for further details.

SHIPPING AND STORAGE OF MATERIALS

Packages for meetings may be delivered to the Hotel three (3) days prior to the Event Date, with prior notification and approval from your Hotel representative. ***The following information should be included on all packages: Group Name, Group/Company Contact, and Date of Function.*** DO NOT address any shipments directly to your Hotel Sales Contact. All guest packages sent to the hotel will be subject to a handling fee of $10 per package and $150 per pallet and will be received and stored until time of delivery. Clients are responsible for return shipping of all packages.

PARKING INFORMATION

We offer three parking options to meet your preferences and which are available to each attendee and overnight guest:

1. Self-parking in the South Ramp located directly underneath the Hotel is $20 per day, includes "in and out" privileges if the attendee or overnight guest goes to Hotel's front desk, advises the front desk that they will need "in and out" privileges and pays the $20 parking fee at the front desk; front desk then validates the ticket for "in and out" privileges or provides chaser tickets for the "in and out" privileges. Self-parking is based upon availability.
2. Valet parking is available based upon availability at time of arrival for $30 for overnight and $15 for event parking.
3. Complimentary self-parking is also available in the East and West Mall of America ramps. If you are a registered Hotel guest and are parking overnight in either of these lots, please bring the make & model of your vehicle, as well as your license plate number, to our front desk upon check-in. The Hotel team will inform the Mall of America team of your information. Mall of America's team will tow cars which are parked overnight in those two ramps that have not been registered with the Hotel as staying at the Hotel on that same night. If you are an overnight guest of our Hotel, our recommendation is to first check-in at our front desk and drop off your luggage. Then self-park your vehicle and fill out the required parking form with the required information and then turn it back into our front desk.

Please note that all parking pricing and availability is subject to change and Hotel assumes no liability for any damage or loss to vehicles parked in any of the parking ramp options.

AIRPORT TRANSFERS

The Hotel provides a complimentary Shuttle to and from the Minneapolis/St. Paul International Airport. The Shuttle runs daily and is based on availability at the time of the reservation request. Please contact your Hotel Sales Person for further details and a full schedule.

MANNER OF PAYMENT

Groups may use the following forms of payment: credit card, electronic fund transfer, company check, certified cashier's check or other guaranteed form of payment. Individual guest accounts are payable at check-out by cash, check or credit card.

BILLING ARRANGEMENTS:
Group agrees that all charges related to this Agreement will be billed in the following manner:

(a) **For Room Charges:**
Individual Pays All Charges:
Individuals shall be responsible for their own room, tax, incidental charges, and any other charges not authorized by Group to be billed to the Master Account. All charges incurred are to be paid upon checkout.

(b) **For Event Charges:**
All Event charges, including all food and beverage charges, meeting room fee, guest room charges, if applicable, for staff and VIPs as specified by Group, as well as attrition and cancellation charges will be charged to the Master Account subject to credit approval. All Event related charges, including but not limited to, meeting room rental, audio visual, and food and beverage charges are subject to applicable state sales tax and service charge in effect during time of Event.

MASTER ACCOUNT BILLING AND PAYMENT
Hotel may agree to permit the Group to establish a Master Account for purposes of billing guest rooms, tax, incidentals and any Event charges, as outlined above. Any cancellation or attrition fees will also be billed to the Master Account. Group will set up a Master Account for payment of the Event charges, as further outlined above. Group agrees to use the following form of payment for the Master Account: Direct Bill

A Master Account representative may be assigned to your Group and will be available to review daily charges upon request. At the conclusion of the Event, an appointment with Group may be requested for a bill review.

DIRECT BILL APPROVED
Hotel has established and approved Direct Billing with Group for purposes of billing guest rooms, tax, incidentals and any Event charges to the Master Account. Group may be required to submit an updated credit application and return it to the Hotel no later than _____ for approval by Hotel. Credit procedures will be provided to Group by the Hotel upon the request for a credit application.

Payment Upon Invoice:
If Direct Billing is approved, Group agrees to pay the balance of the Master Account (less any advance deposits) within thirty (30) days of receipt of invoice. If the Master Account is approved for less than Group's estimated Event fees, the difference will be due in addition to the above schedule no later than thirty (30) days prior to the Event.

The outstanding balance of Event fees, together with any additional fees or charges incurred by Group during the Event, is due and payable upon Group's receipt of invoice. If payment is not received within thirty (30) days, a finance charge of 1 ½ % per month (18% annual rate or the maximum allowed by law, whichever is greater) will be added to the unpaid balance commencing on the invoice date.

TAX EXEMPTION
Pursuant to Minnesota State Tax code (as outlined in MN Fact Sheets 137 & 141), non-profit and 501c3 organizations are not exempt from sales tax related to lodging, meeting rooms, and prepared food and beverage.

CANCELLATION BY GROUP

In the event the Group cancels this Agreement, Hotel will have lost not only revenue associated with the Guest Room Block, Meeting Room Fee, and Food & Beverage sales, but it will have lost ancillary revenue, such as restaurant, telephone, and entertainment revenues, and incurred additional expenses in an attempt to replace lost revenues. At Hotel's option, cancellation by Group of one or more aspects of the Event (Guest Room Block, Meeting Room Rental, or Food & Beverage Minimum) may be treated as a cancellation of the entire Event. The closer to the Arrival Date, the greater the Hotel's damages will be. In the event of cancellation, the parties agree that it would be difficult to determine Hotel's actual harm, but that the amount set forth below (the "Cancellation Fee") is a reasonable estimate of Hotel's harm. Therefore, Group agrees to pay the following Cancellation Fee as liquidated damages, and not as a penalty, in an amount based on the following scale, plus applicable taxes:

Cancellation Notice:	**Cancellation Fee:**
Date of this Agreement – 181 days prior to Arrival Date:	45%
91-180 days prior to Arrival Date:	60%
61-90 days prior to Arrival Date:	75%
0 -60 days prior to Arrival Date: (Guestroom Block + F&B Minimum)	85%

The Cancellation Fee shall be paid by Group at the time the Agreement is cancelled. Provided that Group timely notifies Hotel of the Cancellation and timely pays the above liquidated damages, Hotel agrees not to seek additional damages from Group relating to the Cancellation.

GUEST ROOM BLOCK AND SERVICES COMMITMENT

When this Agreement is executed for a block of rooms, meeting facilities and for food and beverage services, those room nights, facilities and services are removed from Hotel's inventory and considered sold to Group, and the Hotel makes supply, staffing, and financial plans based upon the revenues it expects to achieve from full performance of this Agreement. It is impossible for the Hotel to know in advance whether or under what circumstances or at what rates it would be able to resell Group's contracted room nights, services or facilities if Group does not use them, either as a result of a cancellation of the Event or as the result of unfulfilled Guest Room Minimum and/or Food & Beverage Minimum. In most instances, when groups do not use their contracted room nights, function spaces, or services, the Hotel is unable to resell those room nights, function spaces or services. Even when room nights, function spaces or services are resold, they are generally not resold at the same rates, are not resold to groups that have the same needs as your Group, or they may be resold to groups which would have utilized the Hotel at another time, etc. In addition, it is costly to re-market the rooms and facilities, and such efforts divert the attention of our sales staff from selling the Hotel's rooms, function spaces, and services at other times. During the term of this Agreement, your Guest Room Block has been held out of Hotel's inventory, and Hotel may have turned away other groups in order to meet our commitment to you.

For these reasons and others, Group and Hotel agree that in the event of cancellation or attrition, the charges described herein represent a reasonable effort on behalf of the Hotel to establish its loss prospectively, and shall be due as liquidated damages. Because the Hotel reasonably expects to derive revenue from the Group's Event above and beyond the estimate of revenue which may be derived from your Event, the amounts due as and for liquidated damages are intended to compensate the Hotel for all of its losses associated with cancellation and/or attrition.

CANCELLATION BY HOTEL

In the event the Hotel cancels this Agreement without cause, and such cancellation is not subject to Impossibility as stated below, the Hotel agrees to pay the applicable Cancellation Fee as referenced above as liquidated damages, and not as a penalty. The remedies stated within this provision are the Group's sole and exclusive remedy in the event of such cancellation by Hotel.

IMPOSSIBILITY

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, force majeure events, war, government regulations, disaster, severe weather, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Hotel facilities (each such Event, an "Occurrence"). The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in any event no later than ten (10) days after learning of such basis. For the avoidance of doubt, a brand or management change at the Hotel, or any renovation or construction of Hotel areas other than the specific rooms identified herein, shall not rise to the level of an Occurrence or give rise to any termination right or breach under this Agreement.

TERMINATION POLICY

Events in which either party shall make a voluntary or involuntary assignment for the benefit of creditors or enter into bankruptcy proceedings, become insolvent or subject to foreclosure, or take any other action for the benefit of creditors or relief of debtors prior to the Event Dates of the Group's meeting, the other party shall have the right to cancel this Agreement without liability upon written notice to the other.

AMERICANS WITH DISABILITIES

To the best of its knowledge, Hotel is and will be in compliance with all applicable laws, including the Americans with Disabilities Act (ADA) and the regulations and guidelines established thereunder. The Group agrees it will furnish to the Hotel a list of any auxiliary aids needed in any meeting room, guest room, 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.

CONDUCT OF EVENT

Group will conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Hotel policies and will secure all necessary licenses and permits for the Event. Group shall be responsible for reasonable costs incurred and paid by Hotel to repair damage in assigned function rooms caused by Group or its employees, attendees or contractors during Group events or while under the control of Group. Such damage includes any push-pins or other means of attaching materials to the walls or windows of meeting spaces and guest rooms, as this is strictly prohibited. However, Hotel shall be responsible for the Hotel's negligence or willful misconduct.

Hotel has the right to require security for an additional fee. If Group would like to secure a dedicated security guard to be available for Event, the hourly rate is $75 for an unarmed security guard in a black suit or $100 per hour for a uniformed Bloomington Police Department Officer. Both options are available and must be hired in advance through the Hotel Sales Office.

INDEMNIFICATION

Group assumes sole and complete responsibility for and (except in cases of Hotel's negligence and willful misconduct) agrees to indemnify, defend and hold harmless the Hotel, its owner and manager and any of their affiliates and

subsidiaries, together with their officers, directors, employees and agents, from and against all claims, liabilities and costs (including reasonable attorney's fees) resulting from property damage, personal injury, death, or otherwise, arising out of or related to the Event, or any act or omission of Group or anyone for whom Group is responsible. Notwithstanding the forgoing, Group shall not be responsible for damage, loss or costs of any kind arising from the actions of Group's employees, attendees or contractors occurring in the guests sleeping rooms.

Neither party waives any statutory limitations of liability innkeeper's limitation of liability laws, or any defenses either party may have with respect to any Claim.

Hotel acknowledges that Group's liability is limited by the provisions of the Minnesota Tort Claims Act, Minn. Stat. 3.736 and other applicable laws.

CAP ON DAMAGES

Except for any liability relating to the indemnification obligations or liquidated damages set forth above, should either party breach any material obligation or condition of this Agreement each party's liability to the other for such breach shall be limited to the contractual value of the services provided by Hotel as outlined in this Agreement. Further, neither party shall be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages, even if such party is aware of the possibility of such damages.

INSURANCE

Group agrees to carry adequate liability and other insurance protecting itself and Hotel against any claims identified above in the Conduct of Event and Indemnification Section or arising from any activities conducted in the Hotel during the Event. Hotel may require Group to list Hotel as additional insured and deliver a certificate of insurance evidencing the insurance. The Hotel's acceptance of the insurance certificate shall not be considered as a limitation of Group's liability under this Agreement, nor an Agreement by Hotel to assume liability in excess of said amounts or for risks not insured against.

GOVERNING LAW

The interpretation, validity, and enforcement of this Agreement is subject to and governed by the laws of the State of Minnesota.

CHANGES, ADDITIONS, MODIFICATIONS

All changes, additions, deletions, or stipulations including corrective lining by either Hotel or Group will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

ACCEPTANCE AND SIGNATURES

Please sign and return a copy of this Agreement by _____. Only upon execution by both Group and Hotel will this become a binding Agreement between the parties. This Agreement can be executed in one or more counterparts. Photocopies and facsimiles of a signed original, or a counterpart, of this Agreement are fully binding and effective as an original. The Group represents that the individual signing below is authorized to sign on behalf of the Group. Subject to the provisions herein, the commitments made by the parties in this Agreement shall be binding on their successors and assigns. In the event that this Agreement is not fully executed by the date above, all rooms, space, and any services referred to herein will be released and neither party will have any further obligations under this Agreement.

When signed by authorized representatives of the Hotel and Group, this Agreement, together with Hotel policies and procedures which are incorporated herein by reference, to the extent not inconsistent with the terms of this Agreement, will constitute a binding Agreement between the Group and Hotel.

Group
Regents of the University of Minnesota, through its Department of:

By: _____
Signature

_____
Name (Print)

_____
Title/Authorized Signatory

_____
Date

Owner
Radisson Blu MOA, LLC
By: Radisson Blu MOA Management, LLC, its agent

By:_____
Signature

_____
Name (Print)

_____
General Manager/Authorized Signatory

_____
Date

This contract is presented by:

Sales Manager

_____
Date

2100 Killebrew Drive, Bloomington, MN 55425

Protecting customer information and data is important to us. Please be advised that we no longer accept complete credit card numbers in written form. Complete this form listing only the last four digits of your credit card number. Please email the signed form to your Sales/Catering Manager with your signed contract. A member of our Accounting Team will call you to complete this process.

Date: _____

I authorize the Radisson Blu MOA to charge my credit card according to the details below. I guarantee full payment of the account as described.

Name of Guest/Group: _____

Function/Arrival Date: _____ Departure Date: _____

Confirmation Number/Group ID# _____

Credit Card Type: _____ Expiration Date: _____

Last 4 digits of the credit card number: ☐ ☐ ☐ ☐

Reminder: **Please provide remaining credit card number to the hotel personnel listed above.**

Cardholder Name (Please Print): _____

Company Name: _____

Cardholder Signature: _____

Cardholder Billing Address: _____

_____

Cardholder Phone Number: _____

Cardholder E-mail Address: _____

☐ All Charges ☐ Room and Tax Only ☐ Food and Beverage

Other Billing Instructions: _____

_____