



Ashford TRS Nickel, LP
3800 American Boulevard East, Bloomington MN 55425
952-854-2100

GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

This Agreement is made and entered into as of March 21, 2011, by and between Hilton Minneapolis/St. Paul Airport - Mall of America (hereinafter referred to as "Hotel") and Regents of the University of Minnesota, through its <College/Dept> (hereinafter referred to as "Group" or "University"). Group agrees that the terms of this Agreement are based upon the information provided below by University.

ORGANIZATION: Regents of the University of Minnesota

CONTACT: «CNTCT_NAME»
«CNTCT_TITL»
«CNTCT_ADR1»
«CNTCT_ADR2»
«CNTCT_ADR3»
«CNTCT_CITY», «CNTCTSTATE» «CNTCTZIP»
«CNTCTPHONE» «CNTCT_EXT1»Phone
«CNTCT_FAX» Fax
«CNTCT_EMAIL» Email

NAME OF EVENT: _____

OFFICIAL PROGRAM DATES: «ARR_DATE» -«DEPARTDATE»

GUEST ROOM COMMITMENT

The hotel agrees that it will provide and University agrees that it will be responsible for utilizing the total number of room nights as indicated below:

{+ROOM01C.DOC |«BIZ_ID»}

Total Number of Rooms: «AGR_ROOMS»
Housing Method: «HOUSING»

All guestrooms are run-of-the house unless otherwise set forth. Guestroom types cannot be guaranteed and rooms will be reserved on a first-come, first-served basis. Rooms are blocked on a space available basis.

GUEST ROOM COMMITMENT

The Hotel and Group agree that the parties will reserves the right to review and adjust room block up to «CUT_OFF», without liability to Group in order to ensure the accuracy of guestroom requirements. Any attrition or cancellation fees imposed after that date will be based on the revised room block commitment. If guest request an early departure, an early departure fee in the amount of \$50.00 will be assessed to those guests.

GROUP ROOM RATES

Based upon «ACCOUNT»'s total program requirement as outlined in this agreement, Hotel is pleased to confirm the following group rates (net of all taxes):

{+RATE01A.DOC |«BIZ_ID»}

Hotel room rates are quoted per room per night and are subject to applicable state and local taxes at time of check in. Taxes are currently 14.28% but are subject to change.

GROUP RATE TO BE EXTENDED BEYOND EVENT DATES

The above confirmed group rates are applicable three days before to three days after the official meeting dates, subject to space availability.

COMPLIMENTARY ROOMS

Hotel shall provide a complimentary guest room for each ___ guest rooms in the room commitment. Complimentary guestrooms must be utilized during the event. Complimentary guestroom units may not be used as credit. Complimentary guestroom units not used during the event have no value.

SPECIAL PROVISIONS

The Hotel is pleased to offer the following special concessions:

- ◆ Complimentary room upgrades
- ◆ Complimentary rooms with every 30-50 rooms (varies)
- ◆ Complimentary Internet in the guestrooms

STAFF ROOMS

Hotel will set aside <SPECIFY PERCENTAGE OR ACTUAL NUMBER OF ROOMS PER NIGHT> from the Total Room Nights specified above to be assigned by **University** to be used by staff at <SELECT the special rate of \$ OR % discount off group rate> during the event. Staff rooms are net, non-commissionable and do not apply toward complimentary rooms earned.

METHOD OF RESERVATIONS

Reservations will be made by **Individuals Calling** the Hotel directly at 952-854-2100 or Hilton Reservations at 1-800-HILTONS. Individuals must identify themselves as being with the group, **University**, at the time the reservation is made in order to receive the special group rate. Where available, reservations may also be made on-line by booking through the World Wide Web.

GUARANTEED RESERVATIONS

University agrees that all reservations will be guaranteed by individual guests or by University if a rooming list is provided by University. Individuals can guarantee reservations with first nights pre-payment, or a credit card guarantee.

CUT OFF DATE

All guestroom accommodations will be held until 30 days prior to your meeting date, «ARR_DATE». On «**CUT_OFF**», the "Cut Off Date", all unreserved rooms will be released for sale to the general public. Any reservation requests received after the "Cut Off Date" including modifications and additions for the group will be accepted on a space and rate available basis. The sale of rooms in University's room bloc to the general public following the "Cut Off Date" will be credited to **University's** obligation as discussed in this agreement to utilize guestrooms.

CHECK-IN/CHECK-OUT

Check-in time is 3:00PM. While the Hotel will make every reasonable effort to accommodate guests who arrive before the check-in time, guest rooms may not be immediately available. Baggage storage will be available for a small handling fee.

Check-out time is 12:00PM. Late check-out requests will be reviewed based on hotel demand. A late departure fee of \$50 per room will apply.

PARKING

Hotel parking is available on a complimentary basis for registered guests and meeting attendees.

MASTER ACCOUNT CHARGES

Attendees are responsible for all individual charges, room, tax and incidentals incurred at the Hotel. Payment of charges is due and payable upon check-out. University will be responsible for all group functions incurred pursuant to this Agreement.

METHOD OF PAYMENT

Credit has been approved for University to **direct bill** Master Account charges at the Hotel.

The outstanding balance of the University's Master Account (exclusive of disputed charges) will be due and payable upon receipt of invoice. University will give Hotel written notice of any disputed charges within 21 days after receipt of the invoice. The Hotel and University will reasonably work together to resolve any disputed charges, and once resolved, University will pay all remaining undisputed charges within 14 days thereafter.

FUNCTION SPACE

{+EVENT01.DOC |«BIZ_ID»|}

Based on the preliminary requirements indicated by «ACCOUNT», Hotel has reserved function space outlined in the Function Agenda. **A tentative program must be provided to the Hotel by 60 days prior to the group arrival date of «ARR_DATE».** If definite program is not received by due date, space will be held based on the preliminary program. Any changes in the agenda, (i.e., number of people, time function space, etc.), should be given to Hotel as soon as such changes are known. Any on-site room set-up changes may result in additional labor or other charges, based on Hotel's actual costs to effect the changes requested.

FUNCTION SPACE/GENERAL

Prior to the submission of the Final Schedule of Events, the Hotel retains the right to reassign any meeting rooms or function space to accommodate all of the Hotel's business needs.

FUNCTION SPACE CHARGES

Based on the function space requirements identified on the Function/Event Agenda outlined in this agreement, Hotel's function space fees are **\$SPECIFY DOLLAR AMOUNT>**. Prices subject to change and will be confirmed upon placement of order. All selections subject to 23% Service Charge and 7.3 % Prevailing Tax. The Service Charge includes gratuity which will be distributed by Hotel in its sole discretion.

If the confirmed room set-up on the banquet event order is changed on the day of the event, labor and set-up charges of \$50.00 per room will be applied to the master account.

It is agreed that the event will begin at the scheduled time, and that all guests will vacate the function space at the time designated on the banquet event order. Additional time for early set-up or tear-down must be arranged in advance through the catering department.

ROOMS ATTRITION

Hotel is relying on **University** to use <NUMBER> Total Room Nights. «ACCOUNT» agrees that a loss will be incurred by Hotel should there be a reduction greater than 20% in Total Room Nights used.

Should the room nights actually used by **University** be less than 80% of the Total Room Nights, **University** agrees to pay, as liquidated damages and not as a penalty, the difference between 80% of the Total Room Nights and **University's** actual usage of rooms multiplied by the rate quoted in this contract plus any applicable taxes. Should the Hotel determine that any portion of Group's Room Block not confirmed as of the Reservation Cut-Off date is available for resale, the Hotel will attempt to sell the unused portion of the Room Block and, if a Group room is resold, Group's attrition charges shall be reduced by the room rate received on each Group room sold, up to the rate for said room set forth in this Agreement in accordance with Room Block Attrition paragraphs above. If unused Group rooms are returned to Hotel inventory for attempted resale, Group rooms shall be the last in the Hotel's inventory to be sold.

FOOD AND BEVERAGE MINIMUM REVENUE REQUIREMENT

The Hotel is relying upon food and beverage functions outlined on the Function Agenda.

A food and beverage minimum of <**\$SPECIFY TOTAL DOLLAR AMOUNT**> is required for your event (excluding service fees, gratuities and taxes). This is the minimum amount **University** will be responsible to pay regardless of any drop in attendance or cancellation of functions. Average cost pricing is used to determine minimum revenue requirements. Group agrees minimum revenue requirement is not a final cost but a minimum obligation to hotel. All food, beverage, audio/visual, room rental and setup charges are subject to prevailing gratuities (which are included in service fees) and taxes.

BANQUET FUNCTION

University must confirm all menu selections and arrangements in writing no later than 30 days prior to event. Menu pricing will be guaranteed 30 days in advance of the function. If such confirmation is not received by that date, requested menu selections may not be available. This contract is based on current pricing for food, beverage, room rental and audio/visual equipment rental exclusive of tax and gratuities/service fees. If the minimum food and beverage requirements as outlined below are **not met**, **University** agrees to pay Hilton Minneapolis St. Paul/ Airport - MOA the difference. Please note if two (2) entrees are selected, both entrees are charged the higher price. If three (3) entrees are selected a \$5.00 surcharge and the higher priced entrée will be applied per guest.

It is the responsibility of **University** to call the «Property» catering office to guarantee attendance no later than three (3) business days prior to the first day of the meeting/function. The Hotel will be prepared to set up to three percent (3%) overage. Once received, the guarantees cannot be decreased. If no guarantee is received, the expected number of guests on the original banquet event order will become the guarantee. Charges will be based on your actual attendance or the minimum guarantees as stated in your banquet event order, whichever is greater. **University** will be liable for all food and

beverage charges related to the function. Unless prior billing arrangements have been made, full payment for your function must be made 72 business hours in advance of the first event

A final guarantee of the anticipated number of individuals to be in attendance must be received by the Hotel by 12 noon, 3 business days prior to the catered function. (Guarantees for Sunday, Monday and Tuesday functions are due by 12 noon on the Thursday prior.) This guarantee is not subject to reduction and is the minimum the group will be charged for the function. If no guarantee is received, the minimum number of attendees indicated on the contract, or the actual number of attendees (whichever is greater), will be considered guaranteed. The Hotel will be prepared to serve 3% over the guarantee.

FOOD AND BEVERAGE

All food and beverage for group functions must be supplied and prepared by the Hotel, including any food and beverage service for any Hospitality Suites, subject to State and local alcoholic beverage laws. Food and beverage purchased at the Hotel for group functions may not be removed from the premises due to health department regulations and applicable alcoholic beverage laws and regulations. If alcoholic beverages are to be served on the hotel premises, (or elsewhere under the hotel's alcoholic beverage license), the Hotel will require that alcohol be provided by the Hotel and that such beverages be dispensed only by hotel servers and bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age.

Prices subject to change and will be confirmed upon placement of order. All selections subject to 23% Service Charge (which includes gratuity) and 7.3 % Prevailing Tax

AUDIO VISUAL EQUIPMENT & SERVICES

For an additional price and on an exclusive basis, audio-visual equipment is available at the Hotel. Microphones, screens, sound equipment, plus a full range of other audio-visual equipment and services are available for advance order. Equipment availability and price list will be supplied upon request. You will receive a separate bill if an outside vendor is used. Requests to bring in audio visual equipment or services from an outside source must be submitted in writing to the Hotel at least thirty (30) days prior to the event date. All requests are subject to approval by hotel management and a surcharge of 30% will apply based on current hotel pricing. Electrical and Audio Patch Fees apply if electrical and sound hook up is required. Hotel has the right to adjust the volume on audio equipment at any time during any function. Audio Visual prices are subject to a 23% service charge (which includes gratuity) and applicable taxes.

LABOR CHARGES

The minimum guarantee for breakfast, lunch and dinner buffets is 25 guests. For any other catered event less than 25 guests, a \$50.00 labor charge will apply. For full bar service, bartender charges are waived if a minimum of \$100.00 per hour bar is met, or a \$50.00 charge will apply per hour per bartender. A charge of \$25.00 per hour will apply for a beverage attendant. The catering department can arrange for a hosted coat attendant at a charge of \$25.00 per attendant per hour. We suggest one attendant per 100 guests. A labor charge of \$25.00 will be applied per standard size banner; additional charges will apply for larger banners.

SUBCONTRACTORS

If **University** wishes to hire subcontractors, outside vendors, to provide any goods or services at Hotel during the event, Hotel may, in its sole discretion, require that such vendor provide Hotel an indemnification agreement and proof of adequate insurance.

Hotel will require subcontractors to sign a "Code of Conduct and Policies Agreement" and abide by the Hotel rules and regulations.

CONDUCT OF EVENT

Groups agrees to conduct the functions in an orderly manner in full compliance with applicable laws, regulations and Groups agrees to be responsible for any damage done to the function rooms, including equipment and furnishings, by Group's attendees, employees and contractors during the event and while under the control of Group. Group will not be responsible for any damages, losses or costs of any kind arising from the actions of event participants that occur in guest/ sleeping rooms.

Displays, exhibits, booths and other similar activity under the control of the organization must be removed from the premises no later than the time and date specified on the contract so that the room is left in a neat and clean condition. Failure to do so will result in a charge based on labor and cleaning costs.

SIGNAGE/DISPLAYS

Any items to be put on, affixed to or placed upon any meeting room or lobby walls, or directional signs, as well as the materials used to affix such, are subject to approval by the Hotel prior to installation or display. Group is responsible for any damage to Hotel property caused by Group's signage/displays and/or any loss of Group's signage/displays.

CANCELLATION

University agrees to provide Hotel with written notice of any decision to cancel agreement within ten (10) days of such decision. University agrees that cancellation of this commitment would constitute a breach of **University's** obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would difficult to determine Hotel's actual harm and the chart below reasonably estimates the Hotel's harm for a cancellation. [The sliding scale on the chart reduces damages for early cancellation and reasonably estimates the Hotel's liability to lessen its harm by reselling **University's** space and functions.] University agrees to pay Hotel, within thirty (30) days after any Cancellation, as liquidated damages and not as a penalty, the amount listed in the Chart below.

Date of Decision to Cancel	Amount of Liquidated Damages Due
30 days prior to «ARR_DATE»	= 80% of guest rooms, room rental & estimated banquet charges
From 31-60 days prior to «ARR_DATE»	= 60% of guest rooms, room rental & estimated banquet charges
From 61-90 days prior to «ARR_DATE»	= 40% of guest rooms, room rental & estimated banquet charges
From 91-180 days prior to «ARR_DATE»	= 20% of guest rooms, room rental & estimated banquet charges

Once this Agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. Provided that **University** notifies the Hotel of the cancellation within 10 days of such decision, and pays the liquidated damages within 30 days after any Cancellation, Hotel agrees not to seek additional damages from **University**.

PACKAGE SHIPPING AND RECEIVING

The customer is responsible for all arrangements and all expenses associated with the shipping of materials, merchandise, exhibits or any other items to and from the Hotel. The Hotel must be notified in advance and any consignments shipped to the Hotel should be addressed: **Hilton Minneapolis / St. Paul Airport - Mall of America**, 3800 American Boulevard East, Bloomington, MN 55425 including the meeting planner's name, organization and date of meeting. The Hotel will accept packages three (3) business days prior to your scheduled event with return shipment within one (1) business day. Packages received or stored beyond this time frame are subject to additional daily charges of \$5.00 per package and \$100.00 per pallet. The delivery or shipping to or from meeting space or guest rooms is subject to a handling fee of \$5.00 per package and \$100.00 per pallet. Hotel is not responsible for damage or loss of any items delivered to the Hotel prior to any function, or of any items or packages left on the property after group departs. Upon request, items left on the premises after departure will be returned to the customer at the customer's expense

SECURITY

The hotel will not assume responsibility for the damage or loss of any merchandise or articles left in the Hotel prior to, during or following the function.

IMPOSSIBILITY

The performance of this Agreement by either Hotel or Group is subject to any circumstance making it illegal or impossible to provide or use the Hotel facilities, including, but not limited to, acts of God, war, government regulations or restrictions, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Hotel or **University** to the other within ten (10) days of learning the basis for termination. In such event any monies paid by University shall be promptly refunded by Hotel.

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 ensure compliance with such laws.

CHANGES, ADDITIONS, STIPULATIONS, OR DELETIONS

Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or **University**, 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.

AMERICAN DISABILITIES ACT COMPLIANCE (ADA)

The Hotel has made reasonable modifications in its practices, policies, and procedures as required under the American with Disabilities Act of 1990 (ADA). Further, the Hotel has made or has developed and implemented a plan to make ADA required alterations and elimination of architectural and communication barriers, where readily achievable.

INDEMNIFICATION

Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities (collectively, "Claims"), arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the performance of this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party,

including innkeepers' limitation of liability laws, nor shall it waive any defense either party may have with respect to any Claim. Hotel acknowledges that University's liability is governed by the provisions of the Minnesota Tort Claims Act and other applicable law. However, University will not be responsible for any damages, losses or costs of any kind arising from the actions of event participants that occur in guest/sleeping rooms.

DECISION DATE

The arrangements outlined in this agreement will be held on a first option basis until «DECSN_DATE», the Decision Date, by which date the Hotel must receive a signed copy of this agreement. However, should another organization request these dates and be in a position to confirm immediately, **University** will be advised and given (48) hours to confirm on a definite basis. Should the Hotel not receive a signed copy of this agreement by the date set forth, the Hotel reserves the right to release all space for resale.

AGREEMENT SIGNATURES

This agreement shall become effective as of the date it is fully executed by both parties, provided that such execution occurs before «DECSN_DATE». Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. The performance of this agreement by another unit, department, or agency of the University shall not constitute an assignment of this agreement. After this agreement has been properly executed by an authorized representative of the **University**, this agreement shall be returned to the Hotel by the decision date for acceptance and execution by an authorized representative of the hotel.

Accepted and Authorized by:
Regents of the University of Minnesota

Accepted and Authorized by:
Hilton Minneapolis St. Paul Airport MOA

«CNTCT_NAME»
«CNTCT_TITL»

«BKD_NAME»
«BKD_TITLE»

Date

Date

Shawn Anderson
Director of Sales & Marketing