



AND

**Regents of the University of Minnesota, through its «Office»
 Group: «BookingPostAs»
 «Arrival» through «Departure»**

The total value of this contract based on guest room block and catering commitment is:
 «TotalCharges» Food Revenue, «FoodandBeverage» Meeting Room Rental and
 «ForecastedGuestroomRevenueTotal» Guest Rooms

ROOM SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

This Agreement is made and entered into as of «Date» by and between the **DoubleTree by Hilton Minneapolis – University Area** ("Hotel") and **«BookingPostAs»** ("Group"). Group agrees that the terms of this Agreement are based upon the information provided below.

ORGANIZATION: «Group»

CONTACT: «Contact:FullName»
 «Contact:JobTitle»
 «Contact:MailingStreet»
 «Contact:MailingCity»,
 «Contact:MailingState/Province»
 «Contact:MailingZip/PostalCode»
 «Contact:BusinessPhone»
 «Contact:Email»

ARRIVAL DATE: «Arrival»

GUEST ROOM COMMITMENT

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

Double Tree by Hilton Minneapolis - University Area		
		Run of House
Date	Guestrooms	
	Rate	

Total Number of Rooms: «TotalRoomnightsAgreed»
 Housing Method: «HousingMethod»
 Payment Method: «RoomandTaxBilling»

All guestrooms are run-of-the-house unless otherwise stated. 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.

The Hotel reserves the right to review and adjust the room block up to «CutoffDate», in order to ensure the accuracy of guestroom requirements. If a reduction is rejected by the Group, a firm guarantee of a number of rooms and security deposit may be required. In addition, an early departure fee of \$50.00 will apply.

GROUP ROOM RATES

Hotel room rates are quoted per room per night and are subject to applicable lodging, state and local taxes at time of check in.

METHOD OF RESERVATIONS

Reservations will be made by individuals calling the Hotel directly at **612-504-3201**. Individuals must identify themselves as being with the Group, «**BookingPostAs**», at the time the reservation is made in order to receive the special group rate.

GUARANTEED RESERVATIONS

The Group agrees that all reservations will be guaranteed. Individuals can guarantee reservations with first night's pre-payment, or a credit card guarantee. An established Master Account or an approved Corporate Credit Card application can also guarantee rooming list reservations or individual reservations. This means that the Group will be responsible for payment of one night's room and tax for all reserved rooms held beyond the 24-hour cancellation policy.

CUT OFF DATE

All guestroom accommodations will be held until 28 days prior to your arrival date, «**Arrival**». On «**CutoffDate**», all unreserved rooms will be released for sale to the general public. Any reservation requests received after «**CutoffDate**», including modifications, name changes and additions for the group will be accepted on a space and rate available basis. Release of rooms for general sale following the "Cut-Off Date" does not affect the Group's obligation as discussed in this agreement to utilize guestrooms.

HOTEL RELOCATION PROCEDURE

In the unlikely event that the Hotel is unable to provide a guest room to an attendee with a confirmed reservation on the day of arrival, the Hotel will provide for that attendee: (a) arrangements and payment for first nights' room charge and tax for accommodations at a comparable nearby Hotel, (b) transportation to and from the Hotel, and (c) priority reservations for the first available room at the Hotel the next evening. Determination of "a comparable nearby hotel" is the Hotel's sole discretion.

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 11:00AM. Late check-out requests will be reviewed based on hotel demand. A late departure fee of \$50 per room will apply.

ROOMS ATTRITION

Hotel is relying on the Group to use «**Number**» Total Room Nights. The Group agrees that a loss will be incurred by the Hotel should there be a reduction greater than 25% in Total Room Nights used.

Should the room nights actually used by the Group be less than 75% of the Total Room Nights, the Group agrees to pay, as liquidated damages and not as a penalty, the difference between 75% of the Total Room Nights and the Group's actual usage of rooms multiplied by the average group rate 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.

METHOD OF PAYMENT

A valid credit card is required to be on file for all Room Contracts to serve as a guarantee. If the Group wishes to setup Direct Bill, a Credit Application must be submitted to the Hotel. The method of payment of the Master Account will be established upon approval of the Group’s credit. If Direct Bill privileges are approved, the outstanding balance of the Group’s Master Account will be due and payable upon receipt of invoice. If payment of any invoice is not received within 30 days of the date on which it was due, Hotel will impose a finance charge at the rate of 1.5% per month (18.0% annual rate) or the maximum allowed by law on the unpaid balance commencing on the date of the invoice date.

PAYMENT

Individuals shall be responsible for their own room and tax, and incidental charges. Payment will be accepted in the form of a major credit card, cash or check.

CANCELLATION

The Group agrees to provide Hotel with written notice of any decision to cancel this agreement. The Group agrees that cancellation of this commitment would constitute a breach of the Group’s obligation to the Hotel and the Hotel would be harmed. It is further agreed that it would be 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 the Group’s guestrooms.] The Group 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.

CANCELLATION ON CATERING/MEETING SPACE

Catering/Meeting events must be cancelled 120 days prior to the function to avoid a penalty according to the below schedule.

The University agrees to the following cancellation schedule:

Date of Cancellation	Amount of Liquidated Damages Due
Date of Agreement to [120] days prior to event	0% of Total Revenue*
From [119] days to [90] days prior to arrival	15% of Total Revenue*
From [89] days to [60] days prior to arrival	40% of Total Revenue*
From [59] days to [30] days prior to arrival	60% of Total Revenue*
From [29] days to [0] days prior to arrival	75% of Total Revenue*

*Total revenue is defined by expected room rental plus food and beverage minimum

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. If the Group schedules the program contemplated by this agreement within the same geographic region as the Hotel, the Group shall be liable for the maximum amount indicated on the above chart.

Provided that the Group notifies the Hotel of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Hotel agrees not to seek additional damages from the Group.

RE EVALUATION:

«Group» has the right to re-evaluate the group block until «Date». If, at this time, no changes are made, all cancellation and attrition clauses will be calculated by the numbers specified on this contract. If the «Group» decides to reevaluate the numbers for sleeping rooms and meeting functions, the attrition and cancellation penalties will be based upon the revised numbers with a maximum reduction of (20) twenty percent of the originally contracted amounts. All changes prior to the above date must be made in writing and signed by both parties.

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 your stay. Damage, loss or theft is the sole responsibility of the patrons and their guests.

IMPOSSIBILITY

The performance of this Agreement 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, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated for any one of the above reasons by written notice from either Hotel or Group to the other party within ten (10) days of learning the basis for termination. In such event, any monies paid by the Group shall promptly be 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 Group 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 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.

GOVERNING LAW

This agreement shall be governed by and interpreted under the laws of the state wherein the Hotel is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and city where the Hotel is situated.

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.

FUNCTION SPACE

The following is a breakdown of your banquet and meeting requirements. If there are any revisions or additions to this program, please advise us as soon as possible, so that we may secure the appropriate function space. It is important to note that all meeting space and/or banquet rooms at the DoubleTree Minneapolis – University Area are non-smoking. That includes but is not limited to all pre-function space

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
«TableStart: BookingEvents»«StartDate»	«StartTime 12Hour»	«EndTime1 2Hour»	«Name»	«FunctionRoom:FunctionRoomName»	«FunctionRoomSetup»	«Agreed»	«Rental»«Table End: Booking Events»

A \$6,000.00 minimum in food and beverage, excluding tax and service charge, is required for the use of the rooms listed above or the difference will constitute a rental charge. Any items including, but not limited to, parking and audio visual rentals are not included in the food and beverage minimum. All charges are subject to applicable service charge and sales tax.

Final guarantee of guests attending is due 72 business hours prior to the event.

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 solely out of or solely caused by the indemnifying party’s negligence or willful misconduct in connection with the provision and use of Hotel as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers’ limitation of liability laws, and the Minnesota Tort Claims Act, Minn. Statute 3.736, nor shall it waive any defense either party may have with respect to any Claim. Notwithstanding the foregoing, Group will not be responsible for any loss, damage, or costs of any kind arising from the actions of its employees, attendees and contractors occurring in guest sleeping rooms.

DECISION DATE

The arrangements outlined in this agreement will be held on a first option basis until «DecisionDue», 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, the Group 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 «**DecisionDue**». Until that effective date, no space or guest room arrangements described herein are binding on the Hotel. This agreement shall not be assigned. After this agreement has been properly executed by an authorized representative of the Group, 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:
«**BookingPostAs**»

Accepted and Authorized by:
**DoubleTree by Hilton
Minneapolis – University Area**

«**Contact:FullName**»
«**Contact:JobTitle**»

«**OwningUser:FullName**»
«**OwningUser:Title**»

Date

Date