

 **LETTER OF AGREEMENT**

 **BETWEEN**

 **Courtyard Minneapolis Downtown**

**1500 Washington Avenue South**

**Minneapolis, MN 55454**

 **AND**

 **Regents of the University of Minnesota, through its «ACCOUNT»**

**Group: «POST\_AS»**

«ARR\_DATE» Through «DEPARTDATE»

CONTACT: «CNTCT\_NAME»

ADDRESS: «CNTCT\_ADR1»

«CNTCT\_ADR2»

«CNTCT\_ADR3»

«CNTCT\_CITY», «CNTCTSTATE» «CNTCTZIP»

The total value of this contract based on guest room block and catering commitment is:

«GROOM\_REV» Guestroom Revenue, «FOOD\_REV» Food Revenue, «BEVG\_REV» Beverage Revenue, «FROOM\_REV» Meeting Room Rental

# GUEST ROOM ACCOMMODATIONS

The Courtyard by Marriott Minneapolis has set aside the following guest room block on a tentative basis until «DECSN\_DATE». If the Hotel and the Group do not have a fully executed contract on «DECSN\_DATE», The Hotel will release the space for sale to the public.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Date** | **Date** | **Date** | **Date** |
| Run of House | 0 | 0 | 0 | 0 |

# **{+ROOM01C.DOC |«BIZ\_ID»|}**

# GUEST ROOM RATES

|  |  |  |
| --- | --- | --- |
| **Room** | **Single Rate** | **Double Rate** |
| Run of House |  0.00 | 0.00 |

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Plus applicable taxes, currently 13.40%

Group rate is available for dates listed on this contract only. Early arrivals or late departures will be subject to rates available at the time of booking.

**CUT OFF DATE**

The room block will be held until «CUT\_OFF», (21 days prior to arrival) at which time all rooms not reserved will be released for general sale. Reservations received after this date will be accepted on a space and rate availability basis. If the group rate is not available after this date, the prevailing rates will apply for any reservations confirmed.

**CHECK IN/OUT TIMES**

# **Check in time is 3:00 p.m. Central Standard Time and while every effort will be made to accommodate guests arriving earlier, rooms may not be immediately available. Check out is 12:00 p.m. Group members will notify Hotel directly if special accommodations to these times are needed. Arrangements can be made to check baggage for those arriving early when rooms are not available.**

**RESERVATION METHOD AND BILLING INSTRUCTIONS: (2 methods)**

Individual Reservation and Individual Payment

Individual members of the Group will be responsible for the cost of their guest room, tax and other room charges, except to the extent the Group has agreed in writing that partial charges are to be master billed to the Group. Individual members of the Group should contact the Hotel to reserve rooms and personally guarantee payment of rooms with credit card or first night’s room deposit. Reservations can be made by contacting the Hotel at 877-699-3216 or using the online booking tool provided by the Hotel Sales Manager.

The Hotel will honor reservations received by «CUT\_OFF» (21 days prior to arrival). Reservations received after this date, are subject to space availability and at the prevailing room rates. All room reservations must be guaranteed for late arrival and secured with a deposit equal to the first night’s room and tax or with a major credit card. Failure to cancel a guaranteed reservation 24 hours prior to the day of arrival or occupy the room will result in a charge of one night’s room and tax applied to the individual’s credit card. Rooms which are thus charged will be regarded as used and will not be included in the cancellation of attrition damages.

Or: Group rooming list and Group Payment

The Group contact has agreed to provide a rooming list by «CUT\_OFF», (21 days prior to arrival) with the understanding that the payment of rooms will be direct billed to the University; please provide a contact person for invoicing of charges if different than the Group contact. If the rooming list is received after «CUT\_OFF», rooms reserved are subject to space availability at prevailing room rates. Failure to cancel a guaranteed reservation 24 hours prior to the day or arrival or occupy the room will result in a charge of one night’s room and tax applied to the master account. Rooms which are thus charged will be regarded as used and will not be included in the calculation of attrition damages.

Payment

The University will be responsible for the individual names supplied on a rooming list and an account will be set up for direct billing purposes: except where noted on the rooming list that the individual will be responsible for all or part of the number room nights.

OR

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

**ADDITIONAL FEES**

This is a non-smoking hotel. Smoking is not permitted in any areas of the hotel including all sleeping rooms, meeting space and all public areas. Participants agree to adhere to the hotel policies on conduct, cleanliness, damages and smoking. The Hotel reserves the right to assess extra charge and damages based on the severity of the situation. A charge will be assessed for smoking in a non-smoking room based on Minnesota Statute 327.742.

# PARKING

Parking is available in the municipal ramp adjacent to the Hotel. The current rate for overnight parking is $22.00 for a 24 hour period and is subject to change without notice. The adjacent parking ramp is the property of a private entity and not that of the Courtyard by Marriott Minneapolis.

# AMERICANS WITH DISABILITIES ACT

The Hotel agrees to use good faith efforts to ensure the facility complies with the requirements of the Americans with Disabilities Act (collectively, the "ADA") and its regulations and guidelines. The Hotel and the University mutually agree to hold each other harmless from and against any third party claim that may be asserted against either party, on the basis of non-compliance with their respective obligations of the provisions set forth by the ADA.

The Group agrees it will furnish to the Hotel a list of any auxiliary aids needed in any meeting rooms 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.

# CANCELLATION

Should either party decide at any time between the confirmation of this agreement and the conference dates that it will need to cancel the entire agreement, the opposite party (non canceling party) will be entitled to liquidated damages based on the following scale:

From date of agreement to 60 35% of peak night's anticipated revenue

days prior to arrival: based on the single occupancy rate

30 to 59 days from arrival date: 65% of peak night's anticipated revenue

based on the single occupancy rate

1 to 29 days from arrival date: 80% of peak night's anticipated revenue

based on the single occupancy rate

Once notice of cancellation is given, the Hotel shall immediately return the blocked sleeping rooms and reserved meeting rooms to its inventory and make good faith, commercially reasonable efforts to resell the rooms. If, as a result of its efforts, the Hotel’s losses as determined in good faith by the Hotel are less than the cancellation fees already invoiced to or paid by the University, Hotel shall adjust the invoice or give the University credit equal to the difference.

Cancellations on Individual Reservations must be called in 24 hours prior to arrival date or 1st night's room & tax will be charged to that individual.

**ATTRITION**

Hotel is relying upon University's use of «AGR\_ROOMS» room nights. University agrees that a loss will be incurred by the Hotel if University's use is less than 75% of the total Guest Room Block. If University's actual usage is less than 75% of the Guest Room Block, University agrees to pay as liquidated damages and not as a penalty, the difference between 75% of the total Guest Room Block and University's actual usage, multiplied by the agreed upon room rate. For any day that the Hotel achieves 100% occupancy during the Event, the University will receive credit for the full achievement of Guest Room Block for that day. Group will not be liable for the payment of attrition or performance damages on any night(s) that the Hotel is "sold out." The Hotel will be considered "sold out" if no additional reservation will be accepted by the Hotel on the specific night or nights during the Group’s event.

**RE-EVALUATION**

University has the right to re-evaluate and reduce the total Guest Room Block up to 20% until close of business on **<DAY OF WEEK, MONTH DAY, YEAR>** (90 days prior to arrival). 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 University decides to re-evaluate the numbers for sleeping rooms and meeting functions, the attrition and cancellation penalties will be based upon the revised numbers. All changes prior to the above date must be made in writing and signed by both parties.

If this contract is confirmed within 90 days of arrival, the University waives option to re-evaluate the Guest Room Block.

# CONFERENCE COORDINATION

Your Hotel contact for the catering portion of your event is «SVC\_NAME» who will assist you in finalizing all event details. This will include room set-up, audio-visual requirements, signs, banquet menus, etc. If you will be sending equipment or materials to the Hotel, please address as follows:

Courtyard by Marriott Minneapolis

1500 Washington Avenue South

Minneapolis, MN 55454

Attn: «SVC\_NAME»

# 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 Courtyard by Marriott Minneapolis Downtown are non-smoking. That includes but is not limited to all pre-function space.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Start Time** | **End Time** | **Function** | **Setup** | **Room** | **Agr** | **Rental** |
| 00/00/0000 |  StartTime |  EndTime | Function | Setup | Room | 00 | 0.00 |

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# MINIMUM REVENUE

This Agreement will generate revenue for Hotel from a variety of sources, including; food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

|  |  |
| --- | --- |
| Minimum Food & Beverage Revenue (*based on committed food & beverage minimum)*: | $0.00 |

If the University does not fulfill all of its commitments or cancels this Agreement, the University agrees that Hotel will suffer damages that will be difficult to determine. The “Cancellation” provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel’s losses and do not constitute a penalty of any kind.

# CATERING BILLING INSTRUCTIONS

All catering charges will be placed on a master account and are due prior to arrival unless appropriate credit has been pre-established. All food prices are subject to 10.40% state sales tax, 14% gratuity, and 6% service charge. Sales tax on the service charge is 7.40%.

Should *direct billing* be requested, please fill out the enclosed *credit application.*

# CANCELLATION ON CATERING/MEETING SPACE

Catering/Meeting events must be cancelled 120 days prior to the function to avoid a penalty in the amount of full meeting Room Rental charges, or the full Food and Beverage Minimum, whichever is greater.

# CONFIRMATION

If the arrangements contained within this Letter of Agreement meet with your approval, please sign and return it to our office by «DECSN\_DATE». After this date, if this copy has not been returned, this room block will no longer be held. If these arrangements do not meet with your approval, please do not hesitate to contact me at 612-638-4612. We look forward to hosting your group

|  |  |
| --- | --- |
| Courtyard by Marriott Minneapolis Downtown Bret Walejko Sales ManagerDate: Monday, January 24, 2022 | Regents of the University of Minnesota, through its«ACCOUNT» «CNTCT\_NAME»«CNTCT\_TITLE»Date:  |