«TableStart:RootObject»


615 Washington Avenue SE

Minneapolis, MN 55414

Hotel Phone Number: 612-379-8888

Sales Fax: 612-379-8436

**Regents of the University of Minnesota**

**through its «Booking:Account:AccountName»**

Date Prepared: July 31, 2020

**GROUP NAME**: «Booking:Account:AccountName»

**MEETING NAME:** «Booking:BookingPostAs»

**CONTACT:** «Booking:Contact:FullName»

**TITLE:** «Booking:Contact:Title»

**ADDRESS:**  «Booking:Contact:MailingStreet»

«Booking:Contact:MailingCity», «Booking:Contact:MailingState/Province» «Booking:Contact:MailingZip/PostalCode»

**E-MAIL:** «Booking:Contact:Email»

**PHONE:** «Booking:Contact:BusinessPhone»

**EVENT DATES:** «nihrm\_\_Booking\_\_r.nihrm\_\_ArrivalDate\_\_c» - «nihrm\_\_Booking\_\_r.nihrm\_\_DepartureDate\_\_»

Catering Manager: «Booking:CateringManager:FullName»

Phone Number: «Booking:CateringManager:Phone»

Email: «Booking:CateringManager:Email»

**«Booking:Account:AccountName» (Group)** and **Graduate Minneapolis (Hotel)** agree as follows:

The total value of this contract based on the meeting and banquet requirements listed on the following page of this contract is **«nihrm\_\_Booking\_\_r.nihrm\_\_CurrentBlendedR», which includes $«Booking:F&BMinimum» for food and beverage minimum and «nihrm\_\_Booking\_\_r.nihrm\_\_CurrentBlendedE» for meeting room rental.**

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of **Graduate Minneapolis** (**Hotel**) and the following conditions:

Please review the following stipulations and all Meeting Requirements, to ensure a mutual understanding of the arrangements.

**GUARANTEE:**

A 72 hour, ((3) business days), guarantee of attendance is required by all groups. The number on the contract will be used as the guarantee if the Catering Office does not receive the information by the required time. Guarantees are NOT subject to reduction and are the minimum on which charges will be based. Charges on guaranteed number attending will also be incurred if cancellation occurs within 48 hours of event.

**METHOD OF PAYMENT:**

All University of Minnesota functions will be paid by direct bill.

Upon receipt of this signed Hotel Agreement, the Hotel’s catering service manager will contact Group to make arrangements for the event. Function details such as banquet menus, meeting room set up, audiovisual requirements, and bar arrangements must be finalized with catering manager at least 30 days prior to the event. Meeting rooms will be set based on the number guaranteed. The set number is not to exceed 5% over the guarantee. In the event that the guarantee is not received at least three working days prior to the event, the Hotel will assume the guarantee to be the maximum number originally expected.

Banquet charges will be charged to the master account. Payment is due in full upon receipt of invoice.

**SCHEDULE OF EVENTS:**

| **Date** | **Time** | **Event** | **Room** | **Setup** | **AGR** | **Rental** |
| --- | --- | --- | --- | --- | --- | --- |
| «TableStart:BookingEvents»«NIHRM\_\_StartDate\_\_c» | «NIHRM\_\_StartTime12Hour\_\_c» - «nihrm\_\_EndTime12Hour\_\_c» | «NIHRM\_\_EventClassificationName\_\_c» | «NIHRM\_\_FunctionRoom\_\_r.Name» | «NIHRM\_\_FunctionRoomSetupName\_\_c» | «nihrm\_\_AgreedAttendance\_\_c» | «nihrm\_\_FunctionRoomRental\_\_c»«TableEnd:BookingEvents» |

**SERVICE CHARGE/ADMINISTRATIVE CHARGE**

A service charge of 14% of the total food and beverage and/or room rental will be added, which will be provided to wait staff employee, service employees and/or service bartenders.  An administrative fee of 11% of the total Food and Beverage and/or room rental revenue and applicable taxes will be added.  This administrative fee is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service for your function.

On any event where the guaranteed number is less than 25 persons, a $3.00 per person labor charge will be added to the menu price. This labor charge is retained by the Hotel and is not a tip, gratuity or service charge for any employee and is not the property of the employee(s) providing service to you.

A bartender is required for all cash and hosted bars. A bartender charge of $150.00 will be waived if net bar revenues exceed $500.00 per bar.

**LEGAL COMPLIANCE:**

The function shall be conducted by the group in an orderly manner in full compliance with all the rules and regulations of the Hotel and with all applicable laws, ordinance and regulations.

**AUDIO VISUAL**

PSAV is our in-house audio visual provider.If you choose to utilize another audio visual company or bring your own audio visual equipment of any type, please be advised that there will be a fee assessed based on your equipment needs.

**DAMAGES:**

Group shall be responsible for the reasonable costs to repair damages to the function room caused by the Group or its attendees and contractors during the event. The Hotel does not assume any responsibility for and is not liable for any damages to or losses of any merchandise, samples, equipment or any goods or personal property exhibited, displayed or left in the Hotel prior to or following the function.

**CANCELLATION:**

The group agrees that should it cancel its commitment the actual damages would be difficult to determine. The following provisions represent a reasonable effort on behalf of the Hotel to establish their actual damages to be paid by the Group for cancellation of this contract to the Hotel.

The maximum cancellation fee that may be charged shall be based on the room rental assigned for the rooms contracted for and estimated food and beverage minimum as stated in contract. The agreed to cancellation fee specified herein for events cancelled will be as follows:

**Date of Cancellation Cancellation Fee**

Date of signing to 120 days 0% owed of total anticipated revenue

119 – 90 days prior to arrival date $XXXX (15% owed of total anticipated revenue)

89 – 60 days prior to arrival date $XXXX (40% owed of total anticipated revenue)

59 – 30 days prior to arrival date $XXXX (60% owed of total anticipated revenue)

29-0 days prior to arrival date $XXXX (75% owed of total anticipated revenue)

Hotel may submit an invoice for cancellation fees at any time after the event is cancelled. Payment is due 30 days after the date of the invoice.

Once notice of cancellation is given, the Hotel shall immediately return the reserved meeting rooms to its inventory and make good faith, commercially reasonable (based on standards of first class hotels in the Twin Cities Metropolitan area) efforts to resell the meeting 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.

**FORCE MAJEURE:**

This Agreement may be terminated upon one party providing notice to the other if an Uncontrollable Event makes it impracticable or inadvisable to conduct the event(s) contemplated by this Agreement. An “**Uncontrollable Event**” means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, acts of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; campus closure or policy changes; or federal, state or local governmental orders or advisories).  If this Agreement is terminated due to an Uncontrollable Event, both parties waive any claim against the other for damages, provided that any deposits or other amounts paid by one party to the other shall be refunded. This Agreement cannot be terminated under this Section because of general economic conditions, including (without limitation) any recession or governmental budget cut. If Agreement is duly terminated under this Section, then Hotel shall, within thirty (30) days after such cancellation, refund any deposits made by Group.

Please sign and return to the Hotel by «Booking:DecisionDue» (**Decision Date**) to make sure your event space and time(s) are secured which will acknowledge your acceptance of this agreement, please keep a copy for your records. Should another group request your event space or a portion there of before the above listed Decision Date, you will be notified in writing and have two (2) business days to sign and return the contract.

REGENTS OF THE HOTEL’S AUTHORIZED

UNIVERSITY OF MINNESOTA REPRESENTATIVE

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 «Booking:CateringManager:FullName»

 «Booking:CateringManager:Title»

 **Graduate Minneapolis**

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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