

LETTER OF AGREEMENT BETWEEN

THE

SHERATON BLOOMINGTON HOTEL, MINNEAPOLIS SOUTH

AND

WHITE BEAR UNITARIAN UNIVERSALIST CHURCH

|  |  |
| --- | --- |
| Mr. Richard Haskett | Sheraton Bloomington Hotel, Minneapolis South |
| Prairie Star District Meeting Planner | 7800 Normandale Blvd |
| White Bear Unitarian Universalist Church | Bloomington, MN 55439 |
| 328 Maple Street | Phone952-893-8465 |
| Mahtomedi, MN 55115 | Fax (952) 893-8431 |
| Phone: (651) 330 - 6375 Fax: | Alisa Huebsch |
| rcrhaskett@comcast.net | alisa.huebsch@sheraton.com |
|  |  |

RE: Prairie Star District Unitarian Universalist Assocation

MEETING DATES: Friday, April 13, 2012 - Sunday, April 15, 2012

WHITE BEAR UNITARIAN UNIVERSALIST CHURCH (“Group”) and The Sheraton Bloomington Hotel, Minneapolis South (“Hotel”) agree as follows:

These arrangements will be a definite commitment if this agreement is signed by both parties by December 31, 2010**.**

Between now and December 31, 2010, unless both parties have agreed upon and fully executed this agreement, should another organization request the dates and be in a position to confirm immediately, we will advise you and you will have three (3) business days to confirm on a definite basis.

If this agreement is not mutually executed by December 31, 2010, the room block may be automatically released.

### Guest Room Accommodations

This contract applies to the following block of rooms:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Thu04/12** | **Fri04/13** | **Sat04/14** |
| Traditional King or Double | 5 | 60 | 60 |

**Total Guest Room Night Commitment: 125**

**RESERVATION SOURCE**

All individual guest room reservations may be submitted by calling our toll-free reservations center at 866-837-4278 or via StarGroups, a customized website specifically created for your group. Guaranteed reservations must be cancelled by 6:00 PM on the day of arrival to avoid a no-show charge.

**CUT-OFF DATE**

The “cut-off date” for accepting reservations into this room block is March 14, 2012. Reservations requests received after the cut-off date will be accepted on a space and rate availability basis. Failure to reserve rooms before the cutoff date will not impact the enforceability of the attrition or cancellation clauses.

**RATES**

We are pleased to confirm the following special net, non-commissionable meeting/convention rates:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Room** | **Single Rate** | **Double Rate** | **Triple Rate** | **Quad Rate** |
| Traditional | 99 | 99 | 99 | 99 |

All room rates are quoted exclusive of applicable state and local taxes, currently 14.275%.

# DISCLOSURE

Group agrees that it will disclose to all members of Group and attendees, the type and amount of all automatic and mandatory charges [e.g., resort charges, service fees, etc] that will be charged to them by the Hotel under this Contract and the early departure fee that may be charged to them under this Contract. Group agrees that it will also have sole responsibility for determining whether it is necessary to disclose to members of Group, attendees or any third parties, any other terms of this Contract or the terms of any other relationship between the Group or you and the Hotel or Starwood Hotels & Resorts Worldwide, Inc. or its affiliates, including that a portion of Group’s room rates are being paid to you as a commission or rebate or that you have received or may receive any other benefits from Hotel or Starwood Hotels & Resorts Worldwide, Inc. or its affiliates.

**EARLY DEPARTURE FEE**

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of $50 will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in of any change in the scheduled length of stay. The Hotel will inform members of your group of this fee upon check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

**FEES FOR ADDITIONAL SERVICES**

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at additional charge.  A list of the hotel's pricing for these facilities and services is attached to this contract, or is available to individual guests upon request.

**CONTENT**

To the extent that Group provides any content to Hotel, including promotional brochures, flyers, logos, pictures, music and meeting schedules (collectively, the “Content”) for any reason, including for distribution at the meeting or for inclusion on a StarGroups website, Group hereby warrants that it has all rights, permissions, and licenses necessary to provide the Content to Hotel for its intended use. Group further warrants that it has all rights, permissions, and licenses necessary to display or perform all Content used by Group at its event.

**GROUP DATA**

To the extent Group provides any information to Hotel, including Group's contact information and personally identifiable information of Group's members and meeting attendees (collectively, the "Group Data") for any reason, Group hereby represents, warrants and covenants that, prior to providing Hotel with the Group Data, Group shall have obtained all rights and permissions necessary to (i) provide the Group Data to Hotel, (ii) transfer the Group Data to locations both within and outside the point of collection, including to the United States, and (iii) grant to Hotel the right to use or release the Group Data to Starwood Hotels & Resorts Worldwide, Inc. (“Starwood”), Starwood’s affiliates, and other entities and locations within the Starwood reservation, sales and catering, and database management systems for lawful Starwood related business purposes, including to confirm reservations and to provide stay related communications, and to provide access to third parties retained to provide services required or requested by Group, including Contracted Vendors.

### Complimentary Rooms

Group will receive one (1) complimentary guestroom for every (50) occupied, revenue-producing guestrooms on a cumulative basis (total room nights utilized divided by [50]). Unused complimentary guestrooms will have no monetary value.

### Additional Concessions

Hotel will provide the following additional concessions if at least **ninety percent (90%)** of the total number of room nights reserved under Guest Room Accommodations are used and paid for by you and your attendees. Additional concessions will not be provided if attrition fees are incurred by Group.

* Complimentary transportation to and from MSP to the hotel

# ROOM & RELATED CHARGES

Guests will be responsible for their own guest room, tax and incidental charges upon check-in and the Group will be responsible for all scheduled food & beverage and service fees.

**BILLING ARRANGEMENTS**

A master account will be set up for Group covering its charges (the “Master Account”). The estimated amount of the Master Account must be paid in advance [in accordance with the deposit schedule set forth below] unless direct billing has been established. Direct billing requests will be reviewed in accordance with Hotel’s normal approval process. Should Hotel determine after establishing direct billing or a deposit schedule that your credit status has changed, Hotel will have the option to require payment of all estimated Master Account charges no later than fourteen (14) days before arrival, including any estimated Attrition fees. Group shall review all charges billed to the Master Account to ensure accurate billing.

We request that you advise Hotel of your expected method of payment of the Master Account at least 30 days in advance of arrival. If payment will be by Credit Card, an authorization of the full amount designated on the credit card authorization form plus an additional 20% will be authorized prior to arrival of the group.

Payment of all direct billing must be made within thirty (30) days of receipt of a reconciled invoice from Hotel. In the event any charges are disputed, Group must notify hotel of such disputes within five business days or disputes will be considered waived. All undisputed charges will be paid within thirty (30) days, and if not paid within 30 days will be subject to interest accruing at the rate of 1 ½ % per month from date of departure.

**CREDIT CARD BILLING**

Subject to the terms and conditions of this Agreement, Hotel will accept Credit Card payments for all Transactions. Hotel shall honor valid Credit Cards properly tendered for use. For purposes of this contract, "Credit Card" means a credit card issued pursuant to the rules and regulations (the "Rules") of American Express, Diners Club International, Discover Card, JCB, MasterCard VISA, or any "Credit Card" for which Hotel provides processing.

**Note:** An authorization of the full amount designated on the credit card authorization form plus an additional 20% will be authorized prior to arrival of the group.

**GROUP DEPOSIT**

A deposit of $1,000 is due with the signed contract

Remaining balance is due 10 days prior to the event unless group is direct bill approved

FOOD & BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. All food and beverage prices are subject to a mandatory 22% service fee and a 7.275% state tax, alcoholic beverages are subject to a 12.775% state tax (subject to change without notice). **[Please note that the service fee is taxable.]** NOTICE: The Service Fee is not a gratuity or tip for personal services rendered.

## FUNCTION SPACE

Based on your requirements, we have reserved function space as shown on the following schedule of events and rates indicated.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Start Time** | **End Time** | **Function** | **Room** | **Setup** | **Agr** | **Room Rental** |
| 4/13/2012 | 12:00 PM | 10:00 PM | Registration | Escalator Foyer | Registration |  |  |
| 4/13/2012 | 7:00 PM | 9:00 PM | Reception | Grand Ballroom East | Cocktail Rounds | 200 |  |
| 4/13/2012 | 7:00 PM | 10:00 PM | General Session | Veranda Ballroom | Theater Style | 200 |  |
| 4/14/2012 | 6:00 AM | 10:00 PM | Exhibit | GB Corridor | Table Tops |  |  |
| 4/14/2012 | 7:00 AM | 9:00 AM | Breakfast | Garden Court | Rounds | 300 |  |
| 4/14/2012 | 7:00 AM | 10:00 PM | Registration | Escalator Foyer | Registration |  |  |
| 4/14/2012 | 8:00 AM | 5:00 PM | General Session | Veranda Ballroom | Rounds | 300 |  |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Vista 2202 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Vista 2203 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Vista 2204 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Vista 2205 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Vista 2206 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Vista 2207 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Atrium 1 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Atrium 3 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Atrium 7 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 8:00 AM | 5:00 PM | Breakout | Plaza 3 | Theater Style | 30 | 200.00 |
| 4/14/2012 | 11:00 AM | 1:00 PM | Lunch | Garden Court | Rounds | 300 |  |
| 4/14/2012 | 7:00 PM | 12:00 AM | Dinner | Grand Ballroom East | Rounds | 300 |  |
| 4/15/2012 | 7:00 AM | 9:00 AM | Breakfast | Grand Ballroom West | Rounds | 300 |  |
| 4/15/2012 | 8:00 AM | 12:00 PM | General Session | Grand Ballroom West | Rounds | 300 |  |

**USE OF FUNCTION SPACE**

To protect the safety and security of all Hotel guests and property, Group agrees that it will not use any items in the function space that create any amplified noise, smell, or visual effect other than decorations without advance notification and written approval by Hotel. Examples of items that require advance approval include, but are not limited to: smoke or fog machines, dry ice, confetti cannons, candles, incense, or any other activity that generates smells. Group will obtain any required Fire Marshall or other safety approvals, and agrees to pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

**SERVICE FEE**

All food and beverage, room rental, and audio visual prices are subject to a 22% service fee and a 7.275% state tax. Alcoholic beverages are subject to a 12.775% state tax. (Subject to change without notice).  [Please note that the service fee is taxable.]

**NOTICE: The Service Fee is not a gratuity or tip for personal services rendered.**

**AUDIO-VISUAL & 3rd PARTY SUPPLIERS**

The Hotel has a full service, on-site audiovisual production staff and is confident that we will provide exceptional service for your Group’s event and will make every effort to meet Group’s budgetary requirements. Hotel recognizes that Group may instead elect to use a third party supplier of audiovisual services (“Third-Party Supplier). Group agrees to inform Hotel of any decision to bring in a Third-Party Supplier a minimum of sixty (60) days prior to your event to insure that such Third-Party Supplier has full copies of Hotel’s Audio Visual Service Standards, Hotel Regulations and Costs associated with both, prior to the planning process. Upon receipt of such notice, a Sales; Convention Service or Catering manager from the Hotel will provide Group with an addendum which addresses Third-Party Supplier compliance to the Audiovisual Service Standards and Hold Harmless Agreement and must be signed by either Group or its Third-Party Supplier a minimum of forty-five (45) days prior to Group’s event. Please know that each standard is focused on customer service, protection of property and Hotel guest safety and security and must be followed by all Third-Party Suppliers providing services at the Hotel.

**CONTRACTED VENDORS**

Hotel has contracted with certain other providers of services (e.g., destination management companies, florists or drayage/exhibit provider) that Group may elect to use to provide services for its meeting or event (“Contracted Vendors”). Although the use of Contracted Vendors is encouraged, Group may use its own vendors for these services provided that Group’s proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements.

**SECURITY**

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. Group agrees to advise its attendees that they are responsible for safekeeping of their personal property.

**RELOCATION CLAUSE**

In the event any member of your Group with a guaranteed guest room reservation cannot be accommodated by Hotel, Hotel will provide the following:

1. Accommodations at a comparable Hotel as close as reasonably possible at no charge to the guest for the first night the guest is displaced from Hotel.
2. One complimentary round trip ground transportation between Hotel and the alternate Hotel for each day the guest is displaced.
3. One five (5) minute phone call and necessary arrangements for forwarding of the displaced guest’s telephone messages and mail.
4. Offer to relocate displaced guest back to the first available guest room.
5. Upon return to Hotel, upgraded accommodations (if available) and a welcome expression from the General Manager.
6. Credit to Group for any guests displaced toward its guest room block pick up for purposes of this Contract and for calculation of Group complimentary guest room credit.

**STARWOOD PREFERRED PLANNER POINTS**

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program, are available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc.

The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

|  |  |
| --- | --- |
| **Member Name or Charity Organization** | **Starwood Preferred Guest Membership Number** |
| 1. |  |
| 2. |  |
| 3. |  |

(Points will be divided equally between/among the individuals listed above.)

**ATTRITION AND CANCELLATION POLICIES**

The parties agree that the event which is the subject of this Contract will generate revenue for Hotel from a variety of sources, including guest rooms, food and beverage events, and other charges for additional services (including, incidental charges for food and beverage and other hotel amenities) that would be incurred by individual guests and by Group. In the event that Group does not fulfill all of its commitments or cancels in its entirety this Contract, Hotel will suffer damages that will be difficult to determine. The parties agree that the Attrition and Cancellation clauses provide for liquidated damages that have been specifically agreed upon by the parties as a reasonable estimate of the Hotel’s losses and do not constitute a penalty of any kind.

**GUEST ROOM ATTRITION**

Group agrees to provide a minimum dollar amount of guest room revenue which shall be equal to the number of guest room nights set forth in the Guest Room Accommodation chart (or the number of guest room nights as adjusted pursuant to the Room and Space Block Review clause, if any) times Group’s average guest room rate, not including tax (the “Minimum Revenue”). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group’s failure to achieve the Minimum Revenue if Group achieves at least 90% of the Minimum Revenue. Should Group fall below this amount, Group will pay as a reasonable estimate of the Hotel’s losses an amount equal to the difference between 90% of the Minimum Revenue and the actual guest room revenue achieved by Group (the “Attrition Damages”). All applicable taxes on the Attrition Damages will be paid by Group.

**GUEST ROOM ATTRITION RESALE CREDIT**

Any Attrition Damages due pursuant to the **GUEST ROOM ATTRITION** clause will be reduced by the guest room revenue received from unused Group guest rooms that are resold by Hotel after release date at the group rate or higher.

**BANQUET FOOD AND BEVERAGE MINIMUM**

Hotel is relying on, and Group agrees to provide, a minimum of $25,000 in banquet food and beverage and/or banquet revenue (“Minimum Food and Beverage Revenue”). If Group holds its meeting as agreed, Hotel will waive its right to seek damages for Group’s failure to achieve this Minimum if Group achieves at least 90% of the Minimum Food and Beverage Revenue. Should Group fall below this amount, Group will be responsible for the difference between the amount of revenue achieved and the Minimum Food and Beverage Revenue (i.e., the amount necessary to achieve 90% of the Minimum Food and Beverage Revenue). Such amount shall be subject to all applicable taxes and service fees, which shall be paid by Group.

**CANCELLATION**

Hotel estimates that the Minimum Revenue it will receive from this event if it is held as agreed pursuant to this Contract is as follows:

Minimum Guest Room Revenue: $ 12,375.00

Minimum Food and Beverage Revenue: $ 25,000.00

Total: $ 37,375.00

If Group elects to cancel this Contract for any reason other than a termination for cause or pursuant to the **FORCE MAJEURE** clause of this contract, Group agrees to provide written notice to Hotel accompanied by the payment indicated in the following scale:

|  |  |
| --- | --- |
| From Date of Signed Contract - 466 Days PTA = | **$ 3,737.50** |
| From 466 Days - 366 Days Prior to Arrival = | **$ 7,475.00** |
| From 365 Days - 241 Days Prior to Arrival = | **$ 8,687.50** |
| From 240 Days - 181 Days Prior to Arrival = | **$ 10,556.25** |
| From 180 Days - 121 Days Prior to Arrival = | **$ 12,425.00** |
| From 120 Days - 91 Days Prior to Arrival = | **$ 14,293.75** |
| From 90 Days - 31 Days Prior to Arrival = | **$ 16,162.50** |
| From 30 Days - 0 Days Prior to Arrival = | **$ 18,031.25** |

If such payment does not accompany the Group’s cancellation notice, the amount owed by the Group shall be determined in accordance with the scale above by using the date the payment is actually made by Group to Hotel, rather than the date Group provided notice of cancellation to Hotel. The option to cancel is agreed by the parties to constitute the exercise of a contractual option and not a default. The parties further agree that the amounts set forth above are reasonable estimates of the losses that would be incurred by Hotel and include consideration of the possibility of Hotel’s ability to mitigate its losses through resale, therefore the reductions applicable in the **GUEST ROOM ATTRITION** and **GUEST ROOM ATTRITION RESALE CREDIT** clauses will not apply in the event of a cancellation.

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

**INSURANCE**

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract.

**INDEMNIFICATION**

To the extent allowed by applicable law and subject to sovereign immunities afforded to Group, each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

**AMERICANS WITH DISABILITIES ACT**

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and services (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

**LIMITATION ON PUNITIVE DAMAGES**

The parties hereby agree that neither party shall be liable for any punitive damages.

**DISPUTE RESOLUTION**

The parties will resolve any controversy, claim or dispute of any kind or description arising out of or relating to this Contract through binding arbitration before one arbitrator conducted in accordance with the rules of the American Arbitration Association or JAMS in the State and city in which Hotel is located. The law of the State in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In the event of arbitration or litigation arising from or associated with this contract or the enforcement of any arbitration award, the parties agree that the prevailing party therein shall recover attorneys’ fees and costs including expert witness and arbitration fees and pre and post judgment interest. In addition, Group shall be responsible for payment of attorneys’ fees and interest associated with Hotel’s efforts to collect monies owed under the terms of this Contract.

COMPLIANCE WITH LAWS AND HOTEL RULES AND POLICIES

Group agrees to comply with all applicable federal, state and local laws and Hotel rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

**ASSIGNMENT**

Group agrees that it may not assign its interest, rights or duties under this Contract to any other person or entity without Hotel’s prior approval.

**NOTICE**

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

**WAIVER**

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

**SEVERABILITY**

If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

**SIGNATURE**

This contract, with exhibits attached (if any), constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.

Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

ACCEPTED AND AGREED TO:

Prairie Star Unitarian Universalist Association LHO Bloomington One Lessee, LLC

d/b/a Sheraton Bloomington Hotel Minneapolis South

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Mr. Richard Haskett, Alisa Huebsch,

Meeting Planner Sales Manager

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Officer Director of Sales

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SHERATON BLOOMINGTON HOTEL MINNEAPOLIS SOUTH**

**TERMS AND CONDITIONS**

PRICES/MENUS

Menu prices can not be guaranteed and are subject to change without notice. All menu prices are subject to applicable Minnesota state tax, service fee (which is taxable) and gratuity. Current prices listed in our catering menus are subject to change prior to confirmation. Quotations for a specialty theme or custom menu choices are available through our catering sales department. We ask that you make your menu selection at least (3) weeks prior to your event. No food may be brought into the meeting rooms or public areas unless prepared by the hotel: no food may be taken out of the hotel at the conclusion of the function, due to health regulations. All food and beverages must be consumed on the premises and purchased solely through Sheraton Bloomington Hotel Minneapolis South. All catering menus are limited to one choice per function (unless special religious or dietary restrictions apply). If multitude entrées are requested, menus will be charged at the highest selection price.

BANQUET EVENT ORDER

The function sponsor agrees that by signing the banquet event order for service/food/beverage/rentals you are acknowledging the fact that there is no dispute over such services and that the sponsor is fully responsible for payment of the total amount due.

GUARANTEED GUEST COUNT

Catering office must be notified of the exact number of guests attending no later than 11:00am, 72 business hours prior to the scheduled food function date. Monday, Tuesday guarantees must be received by 11:00am the preceding Thursday. If no guarantee is received by the catering office, we will assume the guarantee to be the original number given to us when planning the event and charged for the same. Same day meal guarantee increase will be assessed a 50% surcharge on your selected menu.

TAX EXEMPT

Groups who wish tax exempt status must provide documentation of tax exempt status, i.e., State Exempt Certificate to the catering representative 30 days in advance of any event for validation by the controller.

EVENT SPACE

Banquet and meeting facilities will be assigned by the hotel to accommodate the program outline requested by the group. The hotel reserves the right to move functions to other meeting/banquet rooms other than those appearing on the catering contract with prior notification. Function rooms are available no earlier or later than the time stated on your contract unless prior arrangements have been made with the sales and catering office. Should your event extend beyond the original agreed-upon time of conclusion, you will be subject to an additional per hour labor charge. If a change from the original room set-up is requested on the day of the function, an additional $125.00 minimum labor charge will be added to the banquet check. Sheraton reserves the right to inspect and monitor all private parties, meetings, receptions, weddings, etc. being held on the premises.

SECURITY

The hotel may require security for groups whose size, program, or nature indicates such needs. Only hotel approved security companies may be used. If security is deemed necessary, confirmation from the security company must be received by the sales and catering office three (3) business days prior to the event.

ENGINEERING CHARGE

The hotel will provide basic electrical service to all meeting rooms. Groups such as tradeshows, exhibit booths, or groups having equipment with specific electrical needs should secure prior arrangements through the catering sales office. Charges will be incurred for special needs. Electrical charges will become the responsibility of the group hosting the event. To insure availability, arrangements for special electrical needs must be confirmed three (3) week prior to the event date.

ALCOHOLIC BEVERAGE CONSUMPTION

The sale and service of alcoholic beverages is regulated by the Minnesota State Liquor Commission. As a licensee, Sheraton Bloomington Hotel Minneapolis South is responsible for the administration of these regulations and as duly licensed by the state, observes the following restrictions.

* Alcoholic beverages may not be brought into hotel function rooms and conference center from outside sources.
* Consumption of alcoholic beverages is restricted to persons of legal age as determined by the State of Minnesota and the hotel reserves the right to challenge the age and/or the identification of any individual.
* The hotel reserves the right to refuse service of alcoholic beverages to any individual deemed to be intoxicated.

ENTERTAINMENT PROVISIONS

Entertainment is the responsibility of the guests, subject to approval by the hotel. The hotel reserves the right to limit and impose control on noise or volume of events necessary to accommodate all groups in house.

AUDIO VISUAL

The hotel offers state of the art audio visual equipment and technical support. Please contact the catering office for rates. If an outsource production/audio visual company is contracted the hotel requests coordination between both parties to ensure a seamless event. The outsource production/audio visual company is responsible for their equipment and additional charges may be applied. There is a $75 fee for any group wanting to patch into the house sound system. Any equipment or technician cancelled within 24 hours of a function’s start time will be billed at half price. No wireless microphones may be brought into the meeting rooms from outside sources.

HIGH SPEED INTERNET

The hotel offers high speed internet access in all meeting rooms. Please contact the catering office for rates.

**SIGNS AND BANNERS**

In order to preserve the décor in the Hotel’s public areas and to ensure a safe environment for our guests and associates, the Hotel has established the following policies for signage:

**Main Lobby:** Directional signs, professionally printed or supplied by the Hotel, are permitted when displayed on an easel from the Hotel. No signs are allowed near the guest room elevators. Banners are not allowed in the Main Lobby.

**Convention Registration Desk:** Groups occupying the Convention Registration Desk area (in front of the Hotel’s Guest Registration Desk) may place professionally printed signs or banners in front of the desk area. No other signs are allowed in the location. The Hotel’s Convention Services Department is responsible for hanging banners and charges may apply.

**Near The Escalators:** No more than one (1) directional sign per group may be placed in the Lobby or on the second level. No other signs or banners are permitted.

**Guest Room Floors:** One (1) sign on an easel per floor will be permitted on each floor’s elevator lobby area for directional purposes. No other signs or banners are permitted.

**Meeting Room Levels:** Signs may be placed on the Meeting Room Levels and displayed on an easel. The preferred/recommended sign size is 22”Wx28”H.

**Banners:** Banners may be hung in Meeting Rooms and in the Grand Ballroom Foyer but not in public areas. Banners belonging to the group must be removed at the end of the day if another group is using the same function space. The Hotel’s Convention Services Department is responsible for hanging and removing banners. Charges may apply.

**General Guidelines:**

* No hand-made signs are allowed. If a professionally-designed sign is not available, a typed

8 ½” x11” sign must be placed on a blank sign board and set on an easel.

* All signs must abide by the City of Bloomington Fire Code and not obstruct public traffic space.
* No Signs, posters or printed material may be pinned, taped, or affixed in any way to doors, walls or ceilings anywhere on the Hotel property. Cork board message centers may be arranged through your catering and convention services manager; fees may apply.
* Arrangements to hang any posters and/or banners must be made with the Hotel’s Convention Services Department or with your Catering Manager; charges may apply.
* Signs may be ordered, as an additional charge to the group, through your Catering or Convention Manager.
* Banners and/or signs which are to be attached to the floor-supported drapery must be hung by the decorators’ union, not the Hotel’s Convention Department.

**SHIPPING/RECEIVING & STORAGE** Our Shipping and Receiving Department is available from 8:30am -5:30pm Monday-Friday, and provides storage, pick-up and transfer of materials (less than 200 pounds) from any location within our hotel. Any materials shipped to the Hotel may not arrive earlier than two (2) days prior to your function and may not remain longer than two (2) days after your function. Prices are as follows.

# Inbound Package Handling Fees

This is the standard weight of pounds to be used by all hotels and the minimum fee to be applied to all incoming packages.

WEIGHT PRICE

0 to 5 lbs. $ 5.00 per box

6 lbs. – 20 lbs. $10.00 per box

21 lbs. – 50 lbs. $15.00 per box

Over 50 lbs. $25.00 per box

Crate $50.00 per crate

Pallet $75.00 per pallet

**Outbound Package Handling Fees**

$5.00 each box plus carrier costs

\* Certain packages may incur additional charges for packaging, please confirm packaging price with Receiving prior to shipping. All services are subject to 7.275% sales tax. Packages stored on property for more than or prior to 3 business days will be subject to a per day storage fee equal to the handling fee for each item.

**Shipping Tips:**

* All boxes should be uniformly addressed. The requested format is as follows:

GUEST NAME (Name of the program’s on site contact, not Hotel contact)

GUEST ARRIVAL DATE

C/O SHERATON BLOOMINGTON HOTEL, MINNEAPOLIS SOUTH

7800 Normandale Boulevard

Minneapolis, MN 55439

RE: CONVENTION / PROGRAM NAME AND DATES

* Multiple packages within a single shipment should be numbered in sequence (e.g. 1 of 3, 2 of 3, etc...); it may be helpful to make note of the individual package contents so that careful records of all materials may be maintained and the sender alerted in the event of damage or non-receipt.
* Heavy boxes should be identified as such so that staff (either yours or ours) can avoid injury while lifting them.
* Require exhibitors to ship freight to the designated drayage company and not to the hotel. The drayage company will deliver boxes to the appropriate exhibit booth.
* Send shipping information in writing to your Catering or Convention Service Manager. Be specific regarding: the number of boxes shipped, the point of origin (company/city), how they were shipped, when they will arrive, where they should be delivered upon arrival, the size, weight and relative condition of the boxes, and any other information which would help the Hotel properly handle your shipment.

A signed copy of these conditions must be returned to the hotel with the signed confirmation agreement. This signed agreement considers these arrangements definite and confirmed.

Customer Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Hotel Representative \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**APPLICATION FOR DIRECT BILLING**

**Direct Billing Account to be used for:**

|  |  |
| --- | --- |
| Group Name | WHITE BEAR UNITARIAN UNIVERSALIST CHURCH |
| *Contact Name* | Mr. Richard Haskett |
| *Address* | 118 Wildwood Drive, , , Mahtomedi, MN 55115 |
| *Telephone, Fax* | (651) 330 - 6375 , Fax , rcrhaskett@comcast.net |

**Parent Company (if applicable):**

|  |  |
| --- | --- |
| Company Name |  |
| *Address* |  |
| *Telephone* |  |

**Principals / Corporate Officer:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| *Name* | *Address* | *City, State, Zip* | *Telephone* |
|  |  |  |  |
| *Name* | *Address* | *City, State, Zip* | *Telephone* |

**Chief Financial Officer:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| *Name* | *Address* | *City, State, Zip* | *Telephone* |

**Head of Accounts Payable:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| *Name* | *Address* | *City, State, Zip* | *Telephone* |

**Bank Reference:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Name, Branch* | *Officer* | *Telephone* |
|  |  |  |
| *Address* | *Account No.* | *Account No.* |

**Hotel References:**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| *Name, Location* | *Dates of Function* | *Telephone* |
|  |  |  |
| *Name, Location* | *Dates of Function* | *Telephone* |
|  |  |  |
| *Name, Location* | *Dates of Function* | *Telephone* |

**Other names under which credit may be verified:**

|  |
| --- |
|  |

**Credit Card References:**

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
| *Credit Card* | *Issued To* | *City, State, Zip* | *Expiration Date* |

|  |  |
| --- | --- |
| *Arrival Date* | 2012-04-13 00:00:00 |
| *Total No. of Room Nights* |  |
| *Expected High Credit* |  |

**Additional Billing Instructions (Please be specific):**

|  |
| --- |
|  |
|  |

**Direct Billing requested for:**

□ All Hotel Charges

□ Room & Tax Only

□ Banquet Functions Only

□ Per Attached Advice

I hereby authorize and direct that Sheraton make an inquiry of (check one) □ the financial position and credit of the business or organization listed in item (1) above, or □ my personal credit, including an inquiry into the references provided above and of any credit reporting agencies. I personally, and on behalf of the business or organization listed, agree to hold the hotel harmless from any action arising out of such credit investigation.

I am authorized to obligate the business or organization or the individual listed in item (1) above to pay for charges incurred at the hotel. I agree the (check one) □ the business or organization names in item (1) above, or □ I personally will pay all amounts due to the hotel, as evidenced by the account, not later than (30) days after check-out/function date. I agree that a late charge of **$**  may be assessed and will be paid by the responsible party named above, if the full amount is not paid when due. Any payments received shall be applied first against such late charges. I further agree that I or the responsible business or organization listed above shall pay all costs of collection, whether or not suite is brought (including attorney’s fees and any costs of litigation or arbitration).

I agree that the Hotel or Starwood Hotels & Resorts is not obliged to offer direct billing services under this account unless and until the hotel management has notified me that direct billing services have been approved.

I authorize the Hotel to share the information provided on the Application for Direct Billing with any other lodging facility owned or managed by Starwood Hotels & Resorts or any affiliate of Starwood Hotels & Resorts. I certify that the above statements and the above information on the face of this document are true and correct.

|  |  |
| --- | --- |
|  |  |
| *Signature* | *Name (Please Print)* |
|  |  |
| *Title* | *Date* |

**For Hotel Use:**

|  |  |  |  |
| --- | --- | --- | --- |
| *Date of Event* |  | Estimated Amount |  |
| *Date Sent* |  | *Date Returned* |  |
| *Bank* |  | *By* |  |
| *Credit Card* |  | *By* |  |
| *Dun & Bradstreet* |  | *By* |  |
| *Other* |  | *By* |  |
| *Approved* |  | *By* |  |
| *Declined* |  | *Date* |  |

**Out Sourced Production Companies**

**Terms and Conditions**

Dear *Production Company,*

Our common client*,* WHITE BEAR UNITARIAN UNIVERSALIST CHURCH, has chosen to outsource their audio visual needs during their Friday, April 13, 2012 - Sunday, April 15, 2012 conference. We understand that they have chosen your company for these needs. The hotel requires that you and your staff comply with our policies. Please review the following and sign where indicated, acknowledging and agreeing to our rules and regulations:

* The on-site supervisor must contact and coordinate move in and out times with the Convention Manager for the group.
* A list of all equipment brought into the hotel must be provided to the Convention Manager at least 1 week prior to the start of the conference.
* The Production Company isrequired to hire at least one Hotel audio visual technician @ $45.00 per hour [minimum of four hours] per day of the conference to help coordinate the event between the Hotel, the Production Company and the Client.
* The Hotel will have full control over the volume and frequencies of all audio productions, so as not to disturb other functions in the surrounding area.
* The Production Company will be charged directly for any audio and electrical patches required. A deposit may be required.
* The Production Company will be responsible for any audio visual charges for equipment ordered from the Hotel to assist in the production of the event, unless otherwise arranged by the Client.
* Any equipment hung from the ceiling will be done so by the Hotel audio visual staff or with the supervision of Hotel audio visual staff. Charges may apply.
* The Production Company is responsible for securing their equipment at the end of each day. The Hotel is not responsible for lost, stolen or damaged equipment.

Production Supervisor’s Signature: Date: \_\_\_\_\_\_

Client’s Signature: Date: \_\_\_\_\_\_

Convention Manager’s Signature: Date: \_\_\_\_\_\_