Contract Number:

P.O. Number:

**[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN RED AND BRACKETS. PLEASE COMPLETE EVERY FIELD AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS. This form is only for transactions with hotels in reserving space or catering with hotel at its location.]**

HOTEL CONTRACT

THIS AGREEMENT is between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of [Insert Name of College/University/System Office and Division Name] (hereinafter “Minnesota State”) and [Insert Hotel's Full Name and address] (hereinafter “Hotel”).

## Event Information

Hotel will provide services for Minnesota State’s even as follows:

1. **TITLE OF EVENT:**
2. **START DATE:**
3. **END DATE:**
4. **POINT OF CONTACTS:**

| **Minnesota State Contact** | **Hotel Contact** |
| --- | --- |
| Name:       | Name:       |
| Job Title:       | Job Title:       |
| Department:       | Department:       |
| Address:       | Address:       |
| Phone and Fax Number:       | Phone and Fax Number:       |
| Email Address:       | Email Address:       |

1. **GUEST ROOM ACCOMMODATIONS.**  (See Attachment A)
2. **CHECK IN/CHECK OUT TIMES:** Unless Hotel and Minnesota State’s Contact mutually agree to a different schedule, check-in time will be approximately noon on the first day of the event. Check-out time will be approximately noon on the last day of the conference.
3. **METHOD OF RESERVATIONS.** Each person attending the event (“guest”) is responsible for making his/her own room reservation with a major credit card. Guests will be directed to mention Minnesota State and the Title of the Event when making a reservation.
4. **ROOM BLOCK AND CUT-OFF DATE FOR RESERVATIONS.** Hotel will hold the block of rooms on Attachment A until **30 days** prior to the event. After that date, the Hotel may release any rooms remaining in the room block for general sale. Hotel will continue to accept reservations for this event on a space availability basis. Minnesota State will not be responsible to meet any number of rooms.
5. **MEETING ROOM AND EQUIPMENT REQUIREMENTS.** (See Attachment B)
6. **FOOD AND BEVERAGE REQUIREMENTS.** All food and beverage arrangements will be made through the hotel. (See Attachment C)
7. **SIGNS AND DISPLAYS.**  Minnesota State will not post or affix any signs, banners or displays in any part of the Hotel without prior approval of the Hotel.
8. **PARKING.** Hotel will provide free parking for guests.
9. **AMERICANS WITH DISABILITIES.** The Hotel represents and Minnesota State acknowledges that in accordance with the compliance dates established or required under Title III of the Americans with Disabilities Act (ADA) and the regulation promulgated thereunder, the Hotel facilities being used by Minnesota State under this agreement, its guest rooms and common areas will be in compliance with the public accommodation requirements of the ADA.
10. **BILLING AND PAYMENT.** All guest rooms, room service, tax and any incidentals will be paid on an individual basis. Minnesota State will pay for all approved expenses on the Master Account, including catering and meeting room charges, within 30 days of receipt of the Hotel’s invoice.
11. **CANCELLATION.** Cancellation of this contract must be directed to the Hotel Contact(s) listed above or to a Hotel manager, by telephone and in writing, at least 30 days before the first day of the event to avoid a cancellation fee. If Minnesota State reschedules the same event Minnesota State will re-contact the Hotel to determine if mutually agreeable dates and terms are available. If Minnesota State cancels this contract 29 days or less prior to the event, Minnesota State agrees to pay 50% of the reserved rooms that are not re-rented by the Hotel.
12. **FORCE MAJEURE.** If Minnesota State must cancel this event at any time due to events beyond its control, such as a State employee strike, government action, lack of funding by the Legislature, airport shutdown, snowstorm or other event resulting in hazardous travel conditions, no cancellation fee will apply.
13. **LIABILITY.** Each party will be responsible for its own acts and behavior and the results thereof. MINNESOTA STATE’s liability is governed by the Minnesota Tort Claims Act, Minnesota Statute §3.736, and other applicable laws.
14. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The Hotel and Minnesota State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Minnesota State in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Hotel in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Hotel or Minnesota State.

In the event the Hotel receives a request to release the data referred to in this clause, the Hotel must immediately notify Minnesota State. Minnesota State will give the Hotel instructions concerning the release of the data to the requesting party before the data is released.

1. **ASSIGNMENT.** Hotel shall not assign or transfer any rights or obligations under this agreement.
2. **JURISDICTION AND VENUE.** This agreement shall be governed by the laws of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, shall be in a court with competent jurisdiction in Ramsey County, Minnesota.

The rest of this page intentionally left blank. Signature page to follow.

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

**APPROVED**:

1. **HOTEL,**

Insert Name of Hotel

|  |
| --- |
| By (authorized signature and printed name)      |
| Title      |
| Date      |

1. **VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

|  |
| --- |
| By (authorized signature and printed name)      |
| Title      |
| Date      |

1. **MINNESOTA STATE COLLEGES AND UNIVERSITIES,**

[Insert Name of College/University/System Office]**:**

|  |
| --- |
| By (authorized signature and printed name)      |
| Title      |
| Date      |

1. **AS TO FORM AND EXECUTION:**

|  |
| --- |
| By (authorized signature and printed name)      |
| Title      |
| Date      |

## Attachment A: Guest Room Accommodations

| **Room Description** | **Estimated Number of Rooms** | **Unit Price Per Room** | **Extended Unit Price** |
| --- | --- | --- | --- |
| Singe Occupancy | Fill in Estimated Number of Rooms required - Be conservative | Cost | Complete All Calculations |
| Double Occupancy | Fill in Estimated Number of Rooms required - Be conservative | Cost | Complete All Calculations |
| More than 2 occupants, if applicable | Fill in Estimated Number of Rooms required - Be conservative | Cost | Complete All Calculations |
|  |  |  |  |
|  |  |  |  |

## Attachment B: Meeting Room and Equipment Requirements

[Listed below are suggested requirements only – Revise as necessary to fit event needs]

| **Room**  | **Room Style** | **Est. # of Attendees** | **Equipment Needed for Each Room** |
| --- | --- | --- | --- |
| First Day of EventInsert Date |  |  |  |
| **Registration Area**Needed from 7:00 a.m. on first day of event until 4:00 p.m. on last day of event | Approximately (20’ x 20’ area) foyer area or coat check area that is close to Main Meeting Rooms |       | 1. Three 8’ Skirted Tables2. One Chair Per Table3. Two Easels for Signage |
| **General Session**Meeting room needed from Time a.m. to Time p.m. | Classroom Setup |       | 1. Standing Podium2. Laptop plug-in3. Projector for PowerPoint2. Flipchart and Stand3. Overhead Projector4. 8’ to 10’ Screen5. Microphone Setup6. Table in Front for Audio Visual Equipment |
| **Number Breakout Rooms**Each room needed from Time a.m. to Time p.m. | Classroom Setup |       | Each Room Shall Have the Following Equipment:       |
|  |  |  |  |
| Second Day of EventInsert Date |  |  |  |
| **Registration Area**Needed from 7:00 a.m. on first day of event until 4:00 p.m. on last day of event | Approximately (20’ x 20’ area) foyer area or coat check area that is close to Main Meeting Rooms |       | 1. Three 8’ Skirted Tables2. One Chair Per Table3. Two Easels for Signage |
| **General Session**Meeting room needed from Time a.m. to Time p.m. | Classroom Setup |       | 1. Standing Podium2. Laptop plug-in3. Projector for PowerPoint2. Flipchart and Stand3. Overhead Projector4. 8’ to 10’ Screen5. Microphone Setup6. Table in Front for Audio Visual Equipment |
| **Number Breakout Rooms**Each room needed from Time a.m. to Time p.m. | Classroom Setup |       | Each Room Shall Have the Following Equipment:       |
| Continue as Necessary for each day’s events |  |  |  |

## Attachment C: Food and Beverage Requirements

[Menu selection to be arranged with Minnesota State Contract]

| **Description** | **Estimated # of Meals/Guest** | **Unit Price Per Meal** | **Extended Unit Price** |
| --- | --- | --- | --- |
| **First Day of Event**Insert Date |  |  |  |
| **Breakfast**Continental Style |       | Cost | Complete All Calculations |
| **Morning Break** |       | Cost | Complete All Calculations |
| **Lunch**Buffet |       | Cost | Complete All Calculations |
| **Afternoon Break** |       | Cost | Complete All Calculations |
| **Hors d’oeuvres** |       | Cost | Complete All Calculations |
| **Dinner**Plated |       | Cost | Complete All Calculations |
|  |  |  |  |
| **Second Day of Event**Insert Date |  |  |  |
| **Breakfast**Continental Style |       | Cost | Complete All Calculations |
| **Morning Break** |       | Cost | Complete All Calculations |
| **Lunch**Buffet |       | Cost | Complete All Calculations |
| **Afternoon Break** |       | Cost | Complete All Calculations |
| **Hors d’oeuvres** |       | Cost | Complete All Calculations |
| **Dinner**Plated |       | Cost | Complete All Calculations |
|  |  |  |  |
| Continue as Necessary for each day’s events |  |  |  |