### Logo

# 1 West Dayton Street, Madison, Wisconsin 53703

# Telephone: 800-356-8293 Fax: 608-257-8454

### Group Sales AGREEMENT

This Group Sales Agreement (the “**Agreement**”) is by and between **The Madison Concourse Hotel** (the “**Hotel**”) and **2022 Wisconsin Student Government Legislative Seminar** (the “**Group**”), and outlines specific conditions and services to be provided.

Description of Group and Event

Organization: **Wisconsin Student Government**

Contact: **Ms. Vicky Weiland**

**Resource Director**

**Vicky Weiland**

**N5172 Woodhaven Court**

**Shiocton, WI 54170**

Name of Event: **2022 Wisconsin Student Government Legislative Seminar**

Dates: **February 19, 2022 - February 22, 2022**

# Guest Rooms

Guest Room Commitment

The **Hotel** will provide the following guest rooms:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Sat. 2/19/22** | **Sun. 2/20/22** | **Mon. 2/21/22** |
| Concourse Premier Level | 5 | 100 | 100 |
| Governor's Club Level | 0 | 5 | 5 |

Guest Room Rates

Based upon the **Group’s** total program requirements as outlined in this agreement, the **Hotel** confirms the following group rates (net of all taxes):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Room** | **Single Rate** | **Double Rate** | **Triple Rate** | **Quad Rate** |
| Concourse Premier Level | $124.00 | $124.00 | $124.00 | $124.00 |
| Governor's Club Level | $224.00 | $224.00 | $224.00 | $224.00 |

1)WSG will provide schools with information to call into the hotel to create a block of rooms for each school.

2)Each school will have to set up Direct Billing with the hotel at time of contract conception.

3)Each school will be responsible to set up room block by December 15, 2021 and establish Direct Billing with hotel.

4)Each school will need to provide a rooming list to hotel by January 26d 2022.

Guest room rates are subject to applicable state and local taxes in effect at the time of check-in unless written proof of exempt status is provided by the **Group**. The current tax rate is 15.5%.

Reservation Method

Reservations for your guest room block have been arranged to be made by **Individual Call In**.

Individuals are requested to call the **Hotel** directly at 1-800-356-8293 to make reservations. The **Group** willadvise its attendees to identify themselves as part of **2022 Wisconsin Student Government Legislative Seminar** when making their guest room reservations. \*\*Hotel will provide online reservation link as well.

Reservations for your guest room block have been arranged to be made by **Rooming List**.

The **Group** will forward its rooming list to the **Hotel** by **Tuesday, January 25, 2022** to ensure availability as outlined above in the **Guest Room Commitment**.

Reservation Cut-Off Date

The reservation cut-off date is midnight C.S.T. on **Tuesday, January 25, 2022.** Any individual reservations or rooming list received after the cut-off date will be accepted on a space and rate available basis. After the cut-off date, all unused guest rooms will be released for general sale unless guaranteed by the **Group.**

**Guest Room Payment**

Arrangements have been made for each individual to pay for his/her guest room, tax and incidental charges on own.

**Parking**

Parking charges are based on the prevailing rate at the time of function. The current rate is $1.50 per hour, up to a maximum of $17 per day**.  \*\* special 10.00 parking fee for this event.**

Parking charges for overnight hotel guests are $15/night for self-park or $20/night for valet.

Additional parking facilities are available across the street at the State Street Capitol ramp (214 N. Carroll Street). If your vehicle is over 6’3”, please contact the hotel for parking assistance prior to arrival.

Guaranteed Reservations

All reservations made by rooming list will be automatically guaranteed for late arrival by the **Group**.

All individual reservations must be guaranteed with a major credit card.

Guest Room Cancellation

All reservations cancelled after 4:00 p.m. C.S.T. 24 hours prior to arrival and all “no shows” will be charged one night room/tax.

Check-in and Check-out Time

Check-in time is **3:00pm** and check-out time is **11:00am**.

# Meeting and Catering Events

Event Agenda

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Date** | **Start Time** | **End Time** | **Function** | **Agr** | **Room Rental** |
| 2/20/2022 | 11:00 AM | 6:00 PM | Luggage Storage |  |  |
| 2/20/2022 | 11:00 AM | 9:00 PM | Hospitality | 25 |  |
| 2/20/2022 | 1:00 PM | 7:00 AM | Office | 8 |  |
| 2/20/2022 | 4:00 PM | 6:00 PM | Registration | 3 |  |
| 2/21/2022 | 7:00 AM | 9:00 PM | Office | 8 |  |
| 2/21/2022 | 8:00 AM | 7:30 PM | Registration | 4 |  |
| 2/21/2022 | 9:00 AM | 10:00 AM | Breakfast | 150 |  |
| 2/21/2022 | 9:45 AM | 2:55 PM | Break | 150 |  |
| 2/21/2022 | 10:00 AM | 3:55 PM | General Session | 150 |  |
| 2/21/2022 | 12:15 PM | 1:00 PM | BreakOut | 25 |  |
| 2/21/2022 | 12:15 PM | 1:00 PM | Lunch | 150 |  |
| 2/21/2022 | 2:55 PM | 3:55 PM | Break | 150 |  |
| 2/21/2022 | 5:00 PM | 5:30 PM | Program | 135 |  |
| 2/21/2022 | 5:30 PM | 7:30 PM | Dinner | 150 |  |
| 2/22/2022 | 8:00 AM | 9:30 AM | Breakfast | 150 |  |
| 2/22/2022 | 9:00 AM | 1:30 PM | Luggage Storage |  |  |

\*\*Complimentary Room Rental

\*\* 20% AV discount

\*\* Per Diem Prices

7.00 for AM or PM Breaks

8.00 for Breakfast

10.00 for Lunch

20.00 for Dinner

**Menu Selection**

The **Hotel** will confirm the food and beverage prices 3 months prior to the **Event**. Menu selections must be received by the **Hotel’s** catering department at least 14 days prior to the **Event**.

Split Entrées and Labor Charges

If a split entree menu is requested, there will be an additional $100 labor charge for two entrees and $150 for three entrees. If a split entree is chosen, the guarantee for each entrée must be given. Special dietary entree requests, such as vegetarians, will be treated as a guarantee and charged accordingly.

There will be an additional $25 labor charge for guarantees under twenty-five people and a $100 labor charge for hot buffets under fifty people.

Food Service

No food or beverage of any kind is permitted in banquet or meeting rooms unless provided by the **Hotel**.

Wisconsin health code states that no food or beverage items, which remain uneaten after the **Event**, may be removed from the **Hotel** by the **Group** or its attendees.

Attendance Guarantee

The final guarantee of attendance, which is the number the **Group** will be charged for even though a lesser number may attend, must be submitted to the catering department by noon three business days prior to the **Event**. If a guarantee is not given to the catering department, the **Hotel** will convert the estimate to the guarantee and the **Group** will be billed accordingly. All charges will be based on the guarantee or the actual number served if greater than the guarantee.

The **Hotel** will prepare the following amounts over the guarantee:

**Guarantee** **Overset**

11 - 200 ppl 5% of Guarantee

201 - 350 ppl 3% of Guarantee

351 + ppl 10 over Guarantee

Any request for increase in submitted guarantee is subject to the **Hotel’s** approval and will result in forfeiture of overset.

###### Food Revenue Minimum

The Hotel is relying on, and the **Group** agrees to provide, a minimum of **$6,000.00**\* in banquet food and beverage. (Alcoholic beverages excluded) Should your final food revenue drop below the minimum outline in this contract, the difference will be added to your master account as additional function room rental.

The hotel and the **Group** agree that the payment described above is a reasonable estimate of the hotel’s damage resulting from the reduced use of the banquet facility and does not constitute a penalty.

\*Food minimum does not include beverages, service charge or tax.

Beverage Service

Alcoholic beverages shall not be served to individuals under the age of 21 and the **Group** will ensure that no underage individuals consume alcoholic beverages. Alcoholic beverages are prohibited by the Wisconsin Liquor Commission and Wis. Stat. § 125.32 from being brought into function rooms from outside sources.

The **Hotel** reserves the right to require security at all functions and will be billed on an hourly basis at the **Group’s** expense. If alcoholic beverages are to be served, the hotel’s alcoholic beverages license requires the **Hotel** to request proper identification (photo ID) of any person and refuse alcoholic beverage service if the person is under age or cannot produce identification. It is the **Hotel’s** right to refuse beverage service to any person who, in the **Hotel’s** judgment, appears intoxicated. The only alcoholic beverages permitted on the **Hotel’s** premises are those dispensed by the **Hotel** in accordance with its liquor license.

If banquet bars are requested, each bar must satisfy $200 in sales per bartender or a $100 per bartender service charge will be assessed. Barreled beer will not be included in the $200 minimum.

Service Charge and Taxes

All food, beverage, and audio visual items are subject to applicable service charges in effect at the time of the function. The current service charge is 20%. State and local sales tax will then be added to the total amount. The current tax rate is 5.5%.

Decorating Policies

The **Group** shall not attach staples, tape, glue or nails to the walls, ceilings, furniture or fixtures of the **Hotel.** All banners must be hung by hotel staff. No glitter, confetti, or open flames are allowed. The **Group** shall leave the **Hotel** in the same condition that it was prior to the **Event,** including but not limited to, all guest rooms and meeting/function rooms. The **Group** will remove all displays, materials, signs, banners and decorations prior to departure.

Signs and Banners

Any items to be put on meeting or banquet room walls must be approved by the **Hotel** and hung by the **Hotel**. No signs or banners may be hung or displayed in any public areas of the hotel other than those pre-approved by the **Hotel**. Limited signage is permitted in the meeting rooms provided with the advance written approval of the **Hotel**.

In-House Equipment

**Hotel** will provide, at no charge, a reasonable amount of meeting equipment, i.e., chairs, tables, etc. These complimentary arrangements do not include exhibit tables or special setups that would require the **Hotel** to rent additional equipment to accommodate the **Group’s** needs. The **Group** is responsible for the rental cost of additional equipment.

If **Group** requires exhibit tables there will be a $45 charge for each exhibit table per day.  **Hotel** can provide power hookups for exhibitors for an additional charge. The current price for power is $25/day.  All exhibit table, power charges, AV and box handling fees will be billed to **Group’s** master account.

Audio Visual Equipment

Audiovisual equipment arrangements must be contracted through the **Hotel’s** catering department. Audio Visual is not permitted in banquet or meeting rooms unless provided by the **Hotel**.

Security

The **Hotel** reserves the right to require hotel security at all functions. If security is required, the **Hotel's** catering department will arrange security and the **Group** will be billed on an hourly basis.

Package Receiving

The **Group** must advise the **Hotel** of any items to be shipped in advance of the **Event**.Items to be shipped to the **Hotel** must be shipped such that items are received at the **Hotel** no earlier than 3 days prior to the **Event**. The first 10 boxes arriving for the group contact will not be assessed a handling fee. Each box after 10 will be assessed a $1 per box handling fee. Oversized boxes or those weighing more than 50 pounds will be assessed an additional fee. Prior authorization required for shipments over 500 pounds.

**Porterage Fees**

Fees are per luggage piece for delivery each way to guest room.

Under 50 lbs: $3

50-99 lbs: $5

100+ lbs: $7

Damage and Clean up

The **Group** shall not attach staples, tape, glue or nails to the walls, ceilings, furniture or fixtures of the **Hotel**. The **Group** shall leave the **Hotel**, including but not limited to, all guest rooms and meeting/function rooms, in the same condition that they were prior to the **Event**. The **Group** will remove all displays, materials, signs, banners and decorations prior to departure.

Any costs related to removal or extraordinary cleaning incurred by the **Hotel,** as the result of the **Group’s** breach of the provision shall be charged to the **Group**.

The **Group** will pay for any damage thus incurred to the **Hotel** or extraordinary litter or refuse requiring atypical cleaning or maintenance. At the conclusion of the **Event**, **Group** must remove all trash, papers, carton, waste materials, and other unwanted materials. Any such materials left on the premises will be hauled away by a private disposal firm hired by **Hotel** and charged to **Group** at current disposal rates. **Hotel** is not responsible for the retention or removal of any signs, banners, and decorations, audiovisual or other equipment used in the **Hotel**.

The **Group** shall be responsible for the actions of its sub-contractors, musicians, theme decorators, and other agents, independent contractors and support staff. Upon request, subcontractors and independent contractors shall provide proof of insurance.

Performance Licenses

**Group** will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit or display any copyrighted works (including without limitation, music, audio or video recordings, art, etc) which **Group** may use or request to be used at the **Hotel**.

# Payment

Deposit

A $**5,000.00** deposit is due with the signed copy of this contract. The deposit is non-refundable in the event of cancellation. The **Group’s** original $**5,000.00** will be refunded after the **Event** unless damages are incurred or the final bill exceeds the estimated prepayment.

In the event of cancellation of the **Event**, the payment made by **Group** at the time of cancellation will be reduced by the non-refundable deposit paid at the time booking.

Master Account Charges

The **Group** may apply for Concourse Preferred Billing. Enclosed is an application for direct billing approval. Please fill out the form completely and return it to **Hotel** by **April 24, 2021**. Hotel will contact **Group** if Preferred Billing is available. If it is not, alternative means of payment must be arranged.

The **Group** has Concourse Preferred Billing. The **Hotel** will invoice the **Group** for any part or all of your Master Account Charges. Any outstanding balance of the master account will be due and payable upon receipt of invoice. If payment is not received within thirty days, the **Hotel** will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% Annual Rate), or the maximum allowed by law, on the unpaid balance commencing on the invoice date.

The **Hotel** requires full payment of the estimated food and beverage charges in the form of cash, cashier’s check or credit card three working days prior to the **Event**. The **Group’s** original **$5,000.00** deposit will be refunded within 30 days after the **Event** unless damages are incurred or unless your final bill exceeds the estimated prepayment. Any remaining charges will be due and payable the day of the **Event**.

Disputed Charges

The **Group** will be required to raise any disputed charges within 30 days after receipt of invoice. The **Hotel** will work with the **Group** in resolving any such disputed charges.

# Cancellation

Cancellation Policy

This **Agreement** may be canceled or modified without liability by mutual agreement at any time. If **Group** cancels the **Event** or moves the **Event** to another city or facility, such decision would constitute a breach of its obligation to the **Hotel** and **Hotel** would be harmed.

If **Group** cancels the **Event** or moves the **Event** to another city or facility, such decision would constitute a breach of its obligation to the **Hotel** and **Hotel** would be harmed. Should the **Event** not be held at the hotel or is canceled on or after **8/15/2021,** the **Group** will pay the **Hotel** **$7,500 .00** as liquidated damages, within thirty days after written notification to the **Hotel** of the transfer or cancellation.

Should the **Event** cancel 3 business days prior to arrival, the cancellation fee will then be based on the full amount of charges as ordered on the banquet event order and based on **Group’s** final guarantee.

**Hotel** shall undertake all reasonable efforts to resell cancelled rooms and food and beverage events and will credit those revenues against the cancellation fee in an amount not to exceed the full amount of such damages. The credit for unsold rooms will be computed based on assumed occupancy of 100% per night for the contracted dates.

# General Provisions

Force Majeure

Subject to the notice requirement below and any Cancellation Fee that may apply, either party shall be excused for its inability to perform its obligations under this Agreement due to the occurrence of any event or circumstances beyond its control that makes it illegal, impossible, or commercially unreasonable for it to perform its obligations under this Agreement, including acts of God, war (whether declared or not), acts of terrorism, riots or civil disorder, government orders or restrictions, fire, floods, explosion, lightning, loss of power, malfunction of utilities, mechanical or system failures, strikes or work stoppages (except those involving the employees of the party seeking the protection of this paragraph), epidemics, or any other event or circumstances that could not, by the exercise of due diligence, have been avoided by such Party (each, a “Force Majeure Event”). For the avoidance of doubt, it shall be considered a Force Majeure Event if at any time within sixty (60) days prior to the scheduled Event, (i) the Department of Health and Human Services (“HHS”), acting under the Public Health Service Act, declares that a public health emergency ( “PHE”) exists due to a significant outbreak of infectious disease or bioterrorist attack (or a previous PHE declaration is extended), or (ii) a federal or state executive or agency, acting pursuant to lawful authority, issues an order to quarantine or to shelter-in-place, or a directive prohibiting nonessential travel to or from the location of the Hotel (or a previously issued order or directive remains in place). A Party that is unable, in whole or in part, to carry out its obligations under this Agreement due to Force Majeure Event must provide notice to the other Party. Initial notice may be given orally; however, written notification, including a reasonably detailed description of the Force Majeure Event and the steps taken by the party to avoid having to invoke this Force Majeure provision (an “FME Notice”) is required to be given to the other party as soon as reasonably possible but in no event more than ten (10) calendar days after the party giving notice has actual or constructive knowledge of the occurrence of such Force Majeure Event.

The FME Notice must be either (i) hand delivered, (ii) sent to the address of the party listed in this Agreement via certified mail/return receipt requested or via overnight courier with next day delivery, or (ii) transmitted by email (with confirmation of receipt), to a designated email address provided by the intended recipient of the FME Notice. If the FME Notice is given by either party within 10 days from the date of that party’s actual or constructive knowledge of the existence of that Force Majeure Event, Hotel shall refund to Group all deposits and prepayments made LESS any Cancellation Fee [or liquidated damages] that may apply as of the date of receipt of the FME Notice pursuant to [Cancellation Section, Page 3 of] this Agreement, and Hotel and Group shall otherwise have no further liability under the Agreement. However, in lieu of paying a Cancellation Fee [or liquidated damages], if applicable, Group may, within six (6) months from the date of the FME Notice, elect to book a similar program in scope and size to the Event, but in no case for less than eighty 80% of the total Food & Beverage and Sleeping Room Minimums under this Agreement Date (a “Rebooked Event”), to be held at the Hotel within one (1) year of the original Event Date, in which case the Cancellation Fee shall be credited towards the Rebooked Event. If the Group is the terminating party but it fails to provide a FME Notice within 10 days from the Group’s actual or constructive knowledge of the occurrence of such Force Majeure Event, then Group shall forfeit any and all prior deposits and prepayments made by the Group prior to the date of receipt by Hotel of the FME Notice.

If the Hotel is the terminating party, but it fails to provide a FME Notice within 10 days from the Hotel’s actual or constructive knowledge of the occurrence of such Force Majeure Event, then Hotel shall refund all deposits and prepayments made by Group within thirty (30) days of the date of the FME Notice and the Group shall not be subject to any Cancellation Fee [or liquidated damages].

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. The **Hotel** and the **Group** agree to cooperate with each other to ensure compliance with such laws.

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**, 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), other than those types and quantities typically maintained by the **Hotel**.

Changes, Additions, Modifications

All changes, additions, deletions, or stipulations including corrective lining out by either the **Hotel** or the **Group** will not be considered agreed to or binding to the other unless such modifications have been initialed or otherwise approved in writing by the other.

Disclaimer of Liability, Hold Harmless and Indemnification

The **Hotel** and staff are not responsible for lost, stolen, or damaged items not in the **Hotel’s** control.

The **Group** shall indemnify and hold the **Hotel**, its agents, owners, employees and assigns harmless from and against any and all liabilities, penalties, demands, claims, causes of action, suits, losses, damages, costs and expenses (including costs of defense, settlement and reasonable attorney’s fees) which any or all may arise of or in connection with the use of the hotel premises by the **Group** or for any accidents or other occurrences, on or about the hotel premises causing injury to any person or persons, or property and due directly or indirectly to the use of the hotel premises by the **Group**, its employees, agents, guests or visitors.

Governing Law

This Agreement and all addendum and riders shall be construed and interpreted under the laws of the State of Wisconsin.

# Authorization

Those individuals executing the **Agreement** below on behalf of the **Group** represent and warrant to the **Hotel** that they are duly authorized to act for and on behalf of the **Group**.

# Closing

Acceptance

The outlined format and dates are being held on a first-option basis until **April 24, 2021**. Upon receipt by the **Hotel** of this signed **Agreement**, the **Event** will be placed on a definite basis and will be binding upon the **Hotel** and the **Group**. If a commitment cannot be made prior to **April 24, 2021**, the **Agreement** will revert to a second option basis or the arrangements will be released. At such time, neither party will have any obligations under the **Agreement**.

By signing and returning this contract by **April 24, 2021**, this **Agreement** will constitute a binding contract between the parties. The individuals signing below represent that each is authorized to bind his or her party to this **Agreement**. In the event a fully-signed original of this **Agreement** is not received by the date above, all guest rooms and space referred to herein will be released, and neither party will have any further obligations under this **Agreement**.

The **Hotel** and the **Group** have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.

|  |  |
| --- | --- |
| Approved and authorized by **Wisconsin Student Government:** | |
| **Name:** |  |
| **Title:** |  |
| **Signature:** |  |
| **Date:** |  |
| Approved and authorized by **Hotel**: | |
| **Name:** | **Michael R. Ferguson** |
| **Title:** | **Director of Sales** |
| **Signature:** |  |
| **Date:** |  |