

Treating Guests like Family,
For Over 100 Years!



Crosby Ironton High School Senior Prom 2017
Saturday April 8, 2017

Group Agreement Between:

Crosby Ironton High School

Amy Hofmann
711 Poplar Street
Crosby, MN 56441

and

Ruttger's Bay Lake Lodge
25039 Tame Fish Lake Road
PO Box 400
Deerwood, MN 56444

Presented By:

Meggan Reinoso | Group Sales Manager

Phone 218.838-9110 | Fax 218.678.2630 | Meggan.Reinoso@ruttgers.com
www.ruttgers.com



Date: June 7, 2016

Main Group Organizer:

Amy Hofmann
711 Poplar Street
Crosby, MN 56441
(218) 545-8800 Ext. 6824
ahofmann@ci.k12.mn.us

Meeting:

Crosby Ironton High School Senior Prom 2017

Dates:

Saturday April 8, 2017

We are delighted that you have selected Ruttger's Bay Lake Lodge for the above-mentioned event. The following agreement outlines the terms between **Crosby Ironton High School** (hereinafter "Client") and Ruttger's Bay Lake Lodge (hereinafter "Resort") regarding Resort accommodations for this group.

MASTER ACCOUNT CHARGES

Client will be responsible for charges as noted below. Any changes to the below instructions must be received a minimum of 30 days prior to group arrival.

MASTER / INDIVIDUAL

Meeting Room Charges

Master Tab

Banquet Charges

Master Tab

Name of persons authorized to sign charges to Master Account:

Amy Hofmann

METHOD OF PAYMENT

ADVANCE DEPOSIT: Client agrees to pay in advance as follows. The payments will be applied to Client's master account. Failure to remit appropriate payment on a timely basis will result in cancellation of all arrangements outlined in this agreement.

Thirty (30) days following signed contract: **\$1,350.00**

FUNCTION / EVENT AGENDA

| Day | Date | Start Time | End Time | Function | Room | Set Up | Agr |
|----------|--------|------------|----------|---------------|-----------------|-------------|-----|
| Saturday | 4/8/17 | 12:00pm | 4:00pm | Prom Set Up | Island Ballroom | Rounds of 8 | 20 |
| | | 4:00pm | 5:00pm | Prom Pictures | West Deck | Existing | 225 |
| | | 5:00pm | 11:59pm | Prom | Island Ballroom | Rounds of 8 | 225 |
| | | 6:30pm | 7:30pm | Social Hour | Island Ballroom | Rounds of 8 | 225 |
| | | 7:30pm | 9:00pm | Plated Dinner | Island Ballroom | Rounds of 8 | 225 |
| | | 9:00pm | 11:59pm | Dance | Island Ballroom | Rounds of 8 | 225 |
| Sunday | 4/9/17 | 7:00am | 9:00am | Tear-down | Island Ballroom | Clean-up | |



Resort does not guarantee specific rooms, only adequate space based on contracted setup style. Any changes in the agenda (number of people, time function space, etc.) should be forwarded to the Resort as soon as changes are known. Any on-site set up changes will result in additional labor or other charges, based on the changes requested.

DAMAGE TO PROPERTY

Contracted Group shall be liable for any damage, normal wear and tear excluded, to the Function Space, or to any real or personal property of the Resort, caused by the act or omission of Group, its agents, directors, shareholders, employees, members, attendees, contractors, volunteers, or performers. Group will not, and shall not permit others to tape, glue, drive nails, tacks, hooks, screws, or affix other items into any part of the Function Space, Resort equipment or property. Group shall return the Function Space to Resort in as good of condition and repair as was found when licensed for Group's use.

SPECIAL CONCESSIONS

In consideration of the total guest room commitment and functions outlined herein, Resort is pleased to offer the following concessions:

- ☞ Event space as outlined above with complimentary room rental
- ☞ Specialized Prom Packet Rate of \$30.00 per person (including 18% service charge and tax)
Plated Dinner, Soda and Dessert
- ☞ Wireless internet access
- ☞ Basic Audio Visual Package

*Food & beverage minimums are exclusive of tax & gratuity. Rates listed are per room, per night, subject to 18% Resort Service Charge and MN State Sales Tax *

FOOD & BEVERAGE

- ☞ Client must confirm all event details no later than 30 days prior to the event. This contract is based on current pricing.
- ☞ Client must provide an estimated attendance no later than one week (7 days) prior to the first day of the event and a final guarantee 72 hours prior to the first day of the event. Once received, the guarantees cannot be decreased. Billing is based on the greater of actual attendance or guarantee.
- ☞ All food and beverage must be supplied and prepared by the Resort. Exceptions will be made for individual rooms and hospitality suites. Food and beverage purchased at the Resort may not be removed from the premises due to health department regulations and applicable alcoholic beverage laws and regulations.
- ☞ If alcoholic beverages are to be served on the Resort premises (or elsewhere under the Resort's alcoholic beverage license), the Resort requires the alcohol be provided by the Resort and that such beverages be dispensed only by Resort servers and bartenders. Alcoholic beverage service may be declined to those guests who appear too intoxicated or under age. Exceptions will be made for individual rooms and hospitality suites which are considered private areas of the resort.

RESORT SERVICE CHARGE

An 18% resort service charge (which is subject to tax) will be added to lodging, food, beverage, meeting room rental, audio-visual, marina, group activities, golf events and other services. The resort service charge is not a gratuity. The resort service charge is allocated to resort upgrades, employee incentives and compensation.



CONDUCT OF EVENT

Client agrees to conduct the event in an orderly manner in full compliance with applicable laws, regulation and Resort's rules. Client is responsible for any damage done to Resort's premises, equipment or furnishings during the time they are under control of Client, its employees, guests or independent contractors.

ADJUSTMENT TO PROVISIONS

Concessions outlined in this agreement, are contingent on utilization of at least 80% of the Guest Room Commitment. Should Client fail to achieve at least 80% utilization by the cut-off date, all concessions will be subject to adjustment.

ENTIRE GROUP CANCELLATION POLICY

Client agrees to provide Resort with written notice of a decision to cancel this agreement within (5) days of reaching such decision. Client agrees that cancellation of this commitment would constitute a breach of obligation to Resort and Resort would be harmed. It is further agreed that it would be difficult to determine Resort's actual harm and the chart below reasonably estimates Resort's harm for the cancellation. (The sliding scale on the chart reduces damages for early cancellation and reasonably estimates Resort's liability to lessen its harm by reselling Client's space and rooms.) Client agrees to pay Resort, within thirty (30) days after any cancellation, as liquidated damages and not as a penalty, the amount listed in the chart below.

| Date of Decision to Cancel | Amount of Liquidated Damages Due |
|--|----------------------------------|
| 0-90 days prior to arrival date | \$6,750.00 |
| 90-180 days prior to arrival date | \$3,375.00 |
| 180 – 270 days prior to arrival | \$1,687.50 |

Once this agreement is accepted and signed, there shall be no right of termination for the sole purpose of holding the same meeting or a smaller version in another facility. If Client schedules the program contemplated by this agreement within the same geographic region as Resort, Client shall be liable for the maximum amount indicated on the above chart. Provided that Client notifies Resort of the cancellation in a timely manner, and pays the liquidated damages in a timely manner, Resort agrees not to seek additional damages from Client.

FORCE MAJEURE

The performance of this Agreement is subject to any circumstance making it illegal or impossible to provide or use the Resort facilities, or making it impossible or inadvisable to travel including acts of God, acts of terrorism, war, government regulations, disaster, strikes, civil disaster, or curtailment of transportation facilities. The Agreement may be terminated only for any one of the above reasons by written notice from either Resort or Client to the other within ten (10) days of the learning the basis for termination.

COMPLIANCE WITH LAW

Agreement is subject to all applicable federal, state and local laws, including health/safety codes, alcoholic beverage control laws, disability laws and the like. Resort and Client agree to cooperate with each other to ensure compliance with such laws.

GOVERNING LAW/LITIGATION EXPENSES

This agreement shall be governed by and interpreted under the laws of the state wherein Resort is located, and exclusive jurisdiction and venue for any legal proceeding shall be the county and the city wherein Resort is situated. The parties agree that, in the event that litigation relating to this Agreement is filed by either party, the non-prevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorney's fees.



INDEMNIFICATION

Each party of this Agreement shall indemnify, defend, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all demands, claims, damages to person or property, losses and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the indemnifying party's negligence or willful misconduct in connection with the provision and use of Resort as contemplated by this Agreement. This paragraph shall not waive any statutory limitations of liability available to either party, including innkeepers' limitation or liability laws, nor shall it waive any defense either party may have with respect to any Claim.

CONDITIONS OF ACCEPTANCE

- ☞ When signed by representatives of both parties, this group arrangement will constitute a firm contract between Client and Resort. Any changes to this agreement must be made in writing and signed by both parties.
- ☞ Resort reserves the right to re-sell any/all rooms for which a deposit has not been received by the above mentioned dates.
- ☞ Resort has the right to cancel the entire group block and program if the purpose of the program by any way goes against its policies, mission or moral rights.
- ☞ All arrangements outlined in this agreement are on a first come, first serve basis. Should another organization request the above dates, and be in a position to accept immediately, Client will be advised, so that alternate arrangements/dates can be researched.
- ☞ Resort reserves the right to re-sell any/all rooms if the Agreement is not received by **Thursday, June 9, 2016**.

AGREEMENT SIGNATURES

Please sign and return this agreement indicating your acceptance of the terms and conditions stated herein, by or before **Thursday June 9, 2016**, being careful to read and initial each page.

After this agreement has been properly executed by an authorized representative of Client, this agreement shall be returned to Resort for acceptance and execution by an authorized representative of Resort. A signed and initialed copy will be returned to you for your records.

This agreement shall become effective as of the date it is fully executed by both parties; provided that such execution occurs before **Thursday June 9, 2016**. Until that effective date, no space or guest room arrangements described herein are binding.

Ruttger's Bay Lake Lodge is excited to host your program and we look forward to receiving a signed copy of this group agreement. We will do our utmost to ensure that this will be a successful and memorable program for all your participants.

Ruttger's Bay Lake Lodge
Meggan Reinoso, Group Sales Manager

Crosby Ironton High School
Amy Hofmann

Signature

Signature

Date

Date