



CATERING CONTRACT # 173

Flere Lag Stevne
 Best Western Rochester Hotel / Empire Events Center
 1517 16th Street SW
 Rochester, MN 55902
 sales@empireeventsmn.com
 P: (507) 529-7322

Primary Contact	Email Address
Dixie Hansen	dx@dxhansen.com

Flere Lag Stevne					
Best Western Rochester Hotel					
Date	Time	Location	Function	#	Room Rental
Wed, 08/03/2022	8:00am-12:00am	Grand Ballroom / Royale Ballroom	Setup	250	\$500.00
Thu, 08/04/2022	8:00am-12:00am	Grand Ballroom / Royale Ballroom	Meeting	250	\$500.00
Thu, 08/04/2022	11:30am-10:00pm	Breakfast Room	Meeting	250	\$0.00
Fri, 08/05/2022	8:00am-12:00am	Grand Ballroom / Royale Ballroom	Meeting	250	\$500.00
Fri, 08/05/2022	11:30am-10:00pm	Breakfast Room	Meeting	250	\$0.00
Sat, 08/06/2022	8:00am-12:00pm	Grand Ballroom / Royale Ballroom	Meeting	250	\$500.00

Flere Lag Stevne					
Room Type	08/02/2022	08/03/2022	08/04/2022	08/05/2022	Total
KN	5 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	18 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	18 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	18 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	59
QQ	5 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	67 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	77 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	67 \$94 Single/\$94 Double/\$94 Triple/\$94 Quad	216
Total	10	85	95	85	275

Flere Lag Stevne			
Start Date	Start Time	Timeline Item	Description
08/03/2022	8:00am	Complimentary Breakfast, Parking, and WiFi are included in the guest room rate.	

Flere Lag Stevne				
Wed, 08/03/2022	Setup - 8:00am - Grand Ballroom / Royale Ballroom	Qty	Price	Total
	Setup and Service			
Setup	Details including set up style, start time, F&B details TBD closer to the event Audio Visual needs included in room rental fee	1		

Flere Lag Stevne				
Thu, 08/04/2022	Meeting - 11:30am - Breakfast Room	Qty	Price	Total
	Setup and Service			
Services	Food/Beverage brought in by clients Storing items in the Empire Event Center kitchen/refrigerator if needed			

Flere Lag Stevne				
Fri, 08/05/2022	Meeting - 8:00am - Grand Ballroom / Royale Ballroom	Qty	Price	Total
	Setup and Service			
Services	Bar Set Up Fee	1	\$75.00	\$75.00

Charges	\$2,075.00
Subtotal	\$2,075.00
Balance Due	\$2,075.00

Deposit Due Date	Amount	Description
08/31/2021	\$2,000.00	Deposit of \$1,000 is not due with contract, this will be taken care of in October 2021 while the other \$1,000 will be due by April 30, 2022. \$2,000 deposit will be put toward the final amount due.

Best Western Rochester Hotel / Empire Events Center agrees to hold the space listed above on a tentative basis until the Contract/Deposit Due Date, listed on the first page of your contract. If the Hotel and the client do not have a fully executed contract by that date, the Hotel will release the space for sale to the public.

Commission

The guest room rate offered for your group is net and non-commissionable to any party.

Hotel Reservations (if applicable)

Individual reservations or a rooming list must be completed/sent to the hotel no later than the expiration date. Changes to the rooming list must come from one point of contact. Guest room rates quoted do not include applicable state tax and occupancy tax, which is currently 15.125%. With every 35 room nights secured, a credit of \$35 will be awarded to the group to utilize for final event costs.

Reservations Guarantee

The Hotel will hold all reservations for group that are guaranteed with an acceptable form of payment or rooms will be released to the public 7 days prior to arrival.

Hotel Room Cutoff Date (if applicable)

The room block, if established will be held until the 21 days prior the first day of check in listed on your contract, at which time they will be released to the public for sale. Reservations received after this date will be accepted on a space and rate availability basis. If the group rate is not available after this date, the prevailing rates will apply for any reservations confirmed after cut off date.

Attrition and Cancellation

Should the above events be cancelled, a cancellation charge will be calculated as a percentage of the estimated cost as follows:

- 91 days prior to arrival date: No penalty
- 61 days to 90 days prior to arrival: 25% of total cost
- 31 days to 60 days prior to arrival: 50% of total cost
- 15 days to 30 days prior to arrival: 75% of total cost
- 14 days and later from arrival: 100% of total cost

COVID Policy:

Should the event need to postpone to a future date due to the pandemic, the deposit will transfer and the cancellation fee (anticipated food and beverage for event) will be waived. If a new date is not choose, the Empire Event Center will keep the deposit.

Event Room Info / Availability

All rooms are assigned by the guaranteed number of attendees. Attendance may necessitate reassignment of the event to an alternative room of similar standard. Guaranteed room assignment may be available at additional cost to the client. Event guests will be admitted to the event room and expected to depart from the event room at times stated in the contract. Failure to do so may result in additional charges to the client. Room Rental fee include complimentary WiFi, set up/ tear down of the space, tables and chairs needed, table linen and napkins, and audio visual needs.

Confirmation by Client

The Client shall confirm the final number of attendees and details to the hotel sales department no later than 72 hours prior to the event. Should the client fail to confirm attendance and details by the deadline, the hotel will use the highest expected attendance figures as stated by the client in the initial form of the contract. The hotel will attempt to accommodate any changes for the event made within 2 business days but the service charge and other applicable charges will apply to the client to cover additional costs incurred by the hotel.

Should the client wish to change the confirmed room setting on the day of the event, an additional service charge will be applied to the final bill. Should the client wish to add to the guaranteed number of guests, all reasonable efforts will be made by the hotel to accommodate the change but the hotel shall not be held liable to the inability to perform and the hotel will charge additionally for added services.

Amendment by the Client

Any amendments to the arrangements listed in the contract must be notified verbally to the hotel at the earliest opportunity and immediately confirmed in writing.

Food and Beverage Policies

The prices listed in the hotel catering menus are current, but subject to change. Past pricing and menus are considered void. Prices will be guaranteed 6 months prior to the event.

All food for the event will be provided by the hotel. Additional charges will apply for any services or equipment needed for the event by the client.

Alcoholic beverage service may be available for the event and may be subject to a fee for service. The hotel participates in responsible alcoholic service programs. State law regulates the sale and service of alcoholic beverages and the hotel will abide by all state rules and regulations. Event guests are not permitted to bring alcoholic beverages into the hotel Event Space. Food and beverages remaining after the event has completed may not be removed from the hotel event space by the client.

Client Obligation

The client is responsible for the cost of externally arranged services. These services must be approved by the hotel management and must comply with all licensing and statutory regulations.

The client is asked to consult with the hotel management before affixing items to walls, floors and ceilings as well as using any electronic equipment. The client shall indemnify the hotel against any claims resulting from damage to property or from death or injury to any individuals appointed by the client or the client's contractor in using said equipment.

The client shall indemnify the hotel, its employees, agents and guests against any loss or liability incurred by the client, its agents, employees or guest, arising as a result of the event or any service or activities organized by the client (or the hotel on the client's behalf) in connection with the event.

The hotel is not liable for any loss or damage to property owned by, or in the custody of the client or its guests, employees, agents or others. The client is advised to arrange adequate insurance coverage. Safe deposit boxes may be available for the client's use.

Shipping and Storage of Materials

The hotel can receive and store packages for the event listed in the contract. Please make arrangements with the hotel sales department prior to the event to ensure proper receipt and storage of the item. The client is responsible for making arrangements

and handling all expenses related to the shipping of its items to and from the hotel.

Additional Services

Should the client require assistance with the purchase of decorations or decorative services, arrangements may be made with the hotel sales department. Additional charges may apply.


Audio Visual and Equipment Rental

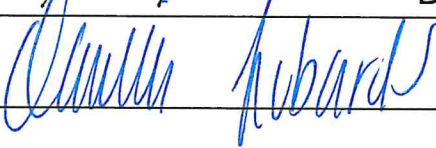
The hotel has a wide selection of audio-visual equipment for rental. The hotel can also rent, on the client's behalf, most other items that it may require for the event. A surcharge may apply to outside rentals.

All intended use and arrangements for audio-visual equipment must be made at least 5 business days prior to the event to accommodate requests. Service fees may apply to audio-visual equipment that requires additional components and services by the hotel.

Acceptance

Signatures herein proclaim the complete understanding and acceptance of the information provided above and by signing below, understands the person signing the agreement has the authority to execute this agreement. This contract supersedes standard reservations and cancell:

Client Signature:  Dixie Hansen Date: 23 Aug 2021

Sales Manager:  Date: 8/26/21

Email sent by Dixie Hansen to Danielle Robards on 8/18/21 and her response

These are side notes / some are incorporated in the contract; others are simply non-contract clarifications or "understandings"

Danielle,

I have reviewed the proposed catering contract for Flere Lag Stevne at the Empire Event Center / Best Western Rochester Hotel. I think we're mostly in sync... with just a few things to adjust and/or clarify.

Your inline confirmation (or not) of my understanding and/or your comment on each of the following, is appreciated. A few of the specific requests, if agreed to, would need to be modified in the contract (marked in red). But for most of them, I'm fine with your simple assurance that the Best Western/Empire Event Center and Flere Lag are in essential agreement.

1. You indicated that Flere Lag may use that beautiful hotel breakfast room as our hospitality suite. We understand that the breakfast room will be used by all hotel guests during breakfast hours (totally fine with us) but that, at 11:00 AM it will be designated for our exclusive use (the exclusivity is not something you need to police for us unless there is an unexpected issue... like an invasion of Swedes!). Our members will be bringing cookies/bars/crackers/cheese, snacks (and probably pickled herring!) with a focus on Norwegian treats to share with others in our hospitality area. While actual open hours for our hospitality suite will fall in late morning and afternoon hours on Thursday and Friday, our members will start dropping off treats on Wednesday. We'll need a refrigerator in that room where we can keep cheese & herring chilled and space allotted for the storage of other brought-in foods in a location that doesn't interfere with your use of the area as a breakfast room.

2. You indicated that the hotel coffee pots stationed just outside the door of the Hospitality Suite will be kept full during daytime hours for access (at no additional cost) by all hotel guests, including members of our group. This, in spite of the fact that we gave you due warning that we are Norwegians!! (we noticed that you didn't blink).

3. At the just-concluded meeting of Tre Lag Stevne in Madison, we had 117 registrants (not bad for this pandemic year – vs. our 2019 attendance of 145). Our contracted room block was 60/70/60 = 190. Our actual rooms used was 186. Because Flere Lag (5 lag groups rather than 3) is estimated to be larger (potentially, assuming the pandemic has abated, 215-230 registrants) I think we should up our room block in Rochester beyond the 210 rooms in the contract. My thought: $85/95/85=265$.

4. Your room block quotes a rate of \$94 Single. Most of our rooms will actually likely be booked double occupancy. **Please change the agreement to indicate that the \$94 room rate is single or double.**

5. You indicated that the \$94 room rate includes parking, internet, and breakfast for all guests in the room. Please confirm that.

6. I don't remember if we discussed this when we visited, but I know from prior experience that some of our members will arrive the afternoon before our meeting (on Tuesday, 2 August). These are typically the folks who need to set up the registration area, hang signage (subject to hotel approval), and set up bookshelves and resources in the genealogy area (not sure yet which ballroom we will be using for that). And maybe 2 or 3 who are arriving from distant states. We request that, on a space-available basis, you will extend the \$94 room night rate to those early arrivals. (probably 8-12). If you prefer to block a few rooms for us on that shoulder night, that's fine too. Also, unless it turns out that you have booked another group in the hotel on Tuesday which might prevent it, we would request access to the genealogy lab area in the late afternoon and early evening on Tuesday for early set-up. (Our group typically takes off on an area tour at Noon on Wednesday, so late Tuesday set-up of the genealogy lab allows those involved in the set up to go on the tour with us).

7. DEPOSIT DUE DATE. **We request the ability to pay the required deposit in 2 chunks: \$1,000 in October 2021 and \$1,000 on or before April 30th 2022.** Please confirm and reflect that change in the contract.

8. It is our understanding that, in addition to room rental/room set-up and AV, the Room Rental fees also include internet access and tables for vendors and registration (likely in hallway). You also indicated that if we place vendors in the hallway, that access to the hallway can be locked off over-night. Please confirm.

9. RESERVATIONS I don't know who "David" is... but we are not offering him a 2-Bedroom Family Suite to him!! (yeah, I know that is just a simple typo left over from a prior contract!). **Instead can you change the language to indicate that for**

every XX room nights secured Flere Lag will receive an \$XX credit against our final event costs? (That's how we typically work this in our agreements, since we prefer not to give any member of our group special privileges and it's easiest just to apply the credit against our costs).

10. FOOD AND BEVERAGE POLICIES - The contract reads that all food for the event will be provided by the hotel. Obviously, an exception is the Hospitality Suite where we do serve treats to our guests (covered elsewhere here). Also, we understand that your reference to the "event" is defined *only within the confines of the hotel*. It's possible that we may have a picnic or group meal elsewhere in the Rochester area sometime during our conference event (plans are not yet made). We do intend to hold our Friday night banquet at the hotel... and (probably) afternoon break refreshments.

11. You have indicated that the set-up fee for the cash bar on Friday evening prior to the banquet is \$75.

12. You were going to check to see if you have a Canadian Flag in addition to the US Flag. Let me know. (Maybe next year our Canadian members will actually be able to cross the border to attend)

Thanks Danielle. Once you've reviewed the above and confirmed and or offered alternatives on specifics, please send a contract with any essential (in red) adjustments and I'll send it out for a quick review by our planning committee and we will get a signed copy back to you.

Beste Hilsen,

Dx

Dixie Hansen
Flere Lag Site-Selection Committee and Event Registrar
dx@dxhansen.com

Danielle's Response (same date):

Hi Dixie,

Attached is the updated contract with the addition of the items below.

Food/Beverage Policies only pertain to the Event Center side of the property, not the Hospitality Room in the hotel or anything outside of the space in the Rochester area 😊

We do not have a Canadian Flag. This can be brought in however.

Talk to you soon,