

2.5. IHG REWARDS CLUB POINTS

IHG Rewards Club Points, awarded through the IHG Rewards Club program, are available to qualified meeting planners for business contracted through the sales and catering department of participating hotels. The Client Acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that the 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 IHG Rewards Club Program Rules to the following person:

Member Name	E-mail Address	IHG Rewards Club Member Number

SECTION THREE: BILLING/CREDIT PROCEDURES

3.1 GUESTROOM PAYMENT - CHARGE ROUTING:

❖ **INDIVIDUALS ARE RESPONSIBLE TO PAY ALL OF THEIR OWN ROOM, TAX, AND INCIDENTAL CHARGES:** Attendees will pay their own room, tax and incidentals incurred by them at the Hotel. At the time of check-in, guests will be required to pre-pay for their estimated charges by either a credit card or cash. A \$25 incidental fee deposit is due for each day of attendee’s stay due at time of check-in, this will be returned to guest at time of check-out.

Wisconsin Blaze will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage, and incidental charges. All charges that are billed through the Hotel via Wisconsin Blaze’s Master Account will be subject to a 20% service charge plus 5.5% state tax.

SECTION FOUR: CANCELLATION/MODIFICATION

4.1 CANCELLATION OF ROOM RESERVATIONS:

❖ All guests are responsible for paying their own accommodations. Deposits are taken by a major credit card from each guest reserving a room. Standard deposit is one night’s stay. Cancellation fee of one night’s room and tax will be charged if guest cancels within 72 hours of arrival.

4.2 GROUP’S CANCELLATION:

If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel’s liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.

Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the rooms and services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for your event. The anticipated revenue includes the revenue from the total number of sleeping rooms you have requested as well as the revenue received from the food and beverage services you may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges. If you decide to cancel this Agreement, reduce the size of your meeting and/or attendance, or reduce the amount of food and beverage services, you agree that the Hotel will suffer damages. Such damages will be a result of Hotel’s inability to offer your unused space or services to another group and /or the cost to the hotel of trying to re-sell these space/services. The exact amount of damages will be difficult to determine. Therefore, you agree that the following liquidated damages clauses are a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel’s ultimate ability to re-sell some or all of the space or services.

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Upon signing the contract:	Amount equal to 10% of total anticipated revenue
More than 150 days, less than 180 days prior to arrival date:	Amount equal to 25% of total anticipated revenue
More than 120 days, less than 150 days prior to arrival date:	Amount equal to 50% of total anticipated revenue
More than 90 days, less than 120 days prior to arrival date:	Amount equal to 75% of total anticipated revenue
Less than 90 days prior to arrival date:	Amount equal to 100% of total anticipated revenue

4.3 MULTIPLE CONTRACTS: Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel’s sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel’s opinion, any term of this Agreement.

SECTION FIVE: MISCELLANEOUS

5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. Any damages caused to the walls, fixtures or carpet will be billed to Group.

5.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.

5.3 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least two weeks in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than two weeks prior to event. Hotel has no liability for the delivery, security or condition of the packages.

5.4 **SIGNING AUTHORITY:** The following individuals have the proper authority to sign for the Master Account and/or act on behalf of and bind the Group pursuant to the terms of this Agreement:

Name: _____ Signature: _____

Name: _____ Signature: _____

5.5 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to be delivered if hand delivered or sent by Federal Express, certified or registered mail, or by email to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 4402 East Washington Avenue, Madison, WI 53704, Attn: **Lindsay Voss** or at **lindsay.voss@interstatehotels.com**. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SIX: GENERAL PROVISIONS

6.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

6.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.

6.3 **INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

6.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, terrorism, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.

6.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

6.6 **ENTIRE AGREEMENT:** This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supersede any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.

6.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

6.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.

6.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. If the Master Account remains unpaid after 60 days, in addition to other remedies, Hotel may, at its sole option, elect to cancel future arrangements, agreements or functions made by Group without penalty and upon written notice.

6.10 **COMPLIANCE WITH LAWS.** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

6.11 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Monday, March 30, 2015**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Monday, March 30, 2015**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) working days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Interstate Management Company, LLC,
AS AGENT for Meles Madison, LLC,
DBA Crowne Plaza Madison

Wisconsin Blaze
Arrival date: May 15, 2015

Signature: _____

Signature: _____

Print: Lindsay Voss

Print: _____

Title: Group Sales Manager

Title: _____

Date: March 16, 2015

Date: _____

DIRECTOR OF SALES: _____ Initial

GENERAL MANAGER: _____ Initial