

RADISSON HOTEL & CONFERENCE CENTER GREEN BAY

BOOKING and SERVICES CONTRACT

This Booking and Services Contract ("this Agreement") is made and entered into the last date written below, by and between the ONEIDA AIRPORT HOTEL CORPORATION, d/b/a Radisson Hotel & Conference Center Green Bay ("Hotel/Facility") and Toastmasters - District 35 ("Group").

RECITALS:

The parties wish to reduce their understanding to writing. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

Reservation of Rooms. Group reserves the block of rooms set forth on the attached Schedule "A: (the "Block") for the dates (the "Stay") and rates set forth therein. If groups are reserved at state rate or federal rate, current per diem at time of stay will apply. All rates are subject to a 15.5% room tax. Hotel shall reserve the Block exclusively for Group in the number and for the days set forth on the attached Schedule "A." Group shall instruct its individual members to reserve rooms only within the Block.

Meeting Room Requirements. Hotel shall reserve for Group, meeting rooms on the days and at the times during the Stay and for the charges set forth on the attached Schedule "B." Hotel reserves the right to assign and change meeting room(s) as may be appropriate at the sole discretion of Hotel with notification.

Banquet Requirements. Hotel shall provide to Group the banquet services set forth on the attached Schedule "B." No later than 3 days before the first date for reservation of rooms in the Block, Group shall submit to Hotel a Banquet Event Order for each meal to be served by Hotel to Group during Group's stay at the Facility. A copy of the current price list for banquet services offered by Hotel is available upon request. However, the Hotel reserves the right to increase the price of any and all items listed up to the deadline for the submission of the Banquet Event Order (notwithstanding the actual date of submission of the Banquet Event Order). Hotel shall confirm banquet service prices with Group within 5 days after the expiration of the deadline for submission of the Banquet Event Order. The Hotel will provide the event planner in advance a function sheet(s) detailing the event(s) in question. It is the responsibility of the event planner to review and return to the Catering Representative a copy bearing an authorized signature indicating approval of said details. If necessary, changes and/or additions should be made no later than 14 days prior to the function except the final guarantee.

- Hotel reserves the right to substitute entrée items based on availability with notification.
- All banquet charges include a 20% service charge plus state and local taxes.
- No alcoholic beverages or food items may be brought upon the Hotel premises except for gifts and prizes that remain unopened on the Facility premises.
- All food items must be supplied and prepared by the hotel and may not be removed from the premises, even if there is food left over from the event. It is a violation of the Health Code for leftover banquet food to be removed from the event facilities by guests.
- The Radisson Hotel and Conference Center enforces the minimum drinking age of 21 with no exceptions when serving alcoholic beverages.
- Group agrees to begin its function promptly at the scheduled time and agrees to have their guests, invitees, and other persons vacate the designated function area at the closing hour indicated.
- The Radisson Hotel and Conference Center reserves the right to inspect and control all private parties, meetings, receptions, wedding, etc. being held on the premises and to limit the noise volume in our function rooms for the consideration of others.
- There will be an additional charge for "Changing the Room Setup" on the day of the function once the room as been setup as per your original order. For groups up to 30 (\$50), groups up to 50 (\$75.00), groups up to 100 (\$125), and groups above 100 (\$150).
- The Radisson Hotel and Conference Center reserves the right to assess charges for damages incurred due to the misuse or abuse of equipment and/or facilities during the course of an event. The Hotel does not permit the affixing of anything to the walls, floors or ceiling of the rooms with nails, staples, tape, or any other substance. Any damage suffered, cost of repair, and/or replacement will be billed to the Group.
- No smoke machines, fog machines or haze machines are allowed in the banquet space at the Radisson Hotel & Conference Center Green Bay

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Initials indicate "banquet requirements" has been explained and is understood.

Special Needs. If Group has special needs (Use of electricity, gas, etc. is restricted by local codes and may require engineering. Fee for special needs will be quoted in advance and billed on an attendance guarantees), complete details of any special needs must be submitted to Hotel on the attached Schedule "B" no later than 180 days before the first day of the Stay. Hotel reserves the right to charge the reasonable cost of meeting any such special needs. Hotel shall not be responsible to meet any special needs that are not set forth on the attached Schedule "B." Hotel shall not be responsible to meet any special need that, in the sole discretion of Hotel, poses undue risk of property damage or bodily harm to any thing or person, would render void or increase the cost of any insurance of Hotel or is beyond the reasonable capability of Hotel to fulfill. If Hotel has agreed to meet the special need(s) requested by Group, no later than 30 days before the first day of the Stay, Hotel shall notify Group of the charges for meeting such special needs. Failure by Group to object to such charges within 7 days of notification shall be deemed acceptance of the charges by Group. If Group objects to such charges, Hotel shall not be obligated to meet the special needs of Group.

Vendors and Third Parties. All Business sales with vendor/trade shows not open to the public are exempt. This would apply to all ballrooms, foyers and pre-function space. The vendor/organization would be responsible for the appropriate Licensing, Certificate of Insurance, and Permits for all business sales to the public.

No later than 60 days before the first day of the booking, Group shall submit to Hotel a list of vendors and third parties who are scheduled to participate in any meeting, displays or events at the Facility during the Group's stay. Group shall not allow any third party to bring upon the premises any item of property or perform any activity that might result in property damage, personal injury, or is contrary to Hotel policy.

Final Review Date. If the first day of the Stay is more than 1 year from the effective date of this Agreement, then, notwithstanding the rooms and services requested herein, no later than 365 days before the first day of the Stay, Group may notify Hotel that it desires to modify the requested Block or other services requested herein, and the Block and such services may be cancelled or reduced without liability to Group. Group shall have no right to increase the Block or other services, except to the extent Hotel has the ability to meet such increased needs. Any amendment of this Agreement as of the Final Review Date shall be set forth on Schedule "C" – Final Review Adjustments Form.

Guaranty of Payment. Group guarantees payment of the charges set forth on the attached Schedules. Notwithstanding the fact that members of the Group intend to reserve rooms in the Block, which, when used by such member during the Stay will reduce Group's liability for payment hereunder, Group is primarily liable to make payment for all the charges set forth in this Agreement. Group waives all diligence on behalf of Hotel in collecting from any individual member of Group for any sums that may be due hereunder. Group waives notice of default by any individual member for sums that may be due for services provided by Hotel. Hotel shall issue an invoice to Group for all charges except for any damages that may be claimed by Hotel for breach hereof on the last date of booking. Group shall make payment of all such charges no later than 30 days from the date of such invoice.

Deliveries to Facility. Neither Group nor any vendor or third party providing products or services to Group shall deliver any materials to the Facility more than 3 days prior to the first date of the block. Any materials left on premises after such time may be stored by Hotel at a storage charge of \$100.00 per day or may be considered abandoned and disposed of by Hotel without liability to Group or any third party vendor or supplier. Group shall be responsible to advise any third party vendor or supplier of this provision.

Lost Items and Damage. Hotel shall not be responsible for lost, stolen, or misplaced items. Group is responsible for vendors and third parties and the services vendors and third parties provide to Group. Any damages to the Hotel or its facilities resulting from vendors or third parties will be the responsibility of Group. Group will be billed for damages or have the responsibility to collect from vendors or third parties.

Insurance. If Group is holding any meetings/functions at the Facility, no fewer than 30 days before the first date of the block, Group shall provide to Hotel, certificates of liability and worker compensation insurance in amounts and through insurance companies licensed to do business in the State of Wisconsin and acceptable to Hotel. Group authorizes Hotel to confirm directly with such insurance companies that such insurance continues in full force and effect. At the request of Hotel, Group shall cause to be provided similar certificates of insurance from all vendors and third parties scheduled to participate in any meetings/events or displays at the Facility during the Stay.

Indemnification. Group shall indemnify, defend and hold harmless Hotel, its affiliates, employees, directors and officers, agents and attorneys from and against any losses, damages, claims or expenses or liability, including reasonable attorney fees, asserted by members of Group or any other person or entity for any claimed or actual property damage or personal injury arising out of the use of the Facility by Group or by any vendor or third party who may be upon the Hotel premises because of Group's activities thereon, except to the extent the same is caused by the negligence of Hotel.

Compliance with Law. Group shall comply with all local, state and federal laws and ordinances at the Facility during all times Group is at the Facility. Group shall be solely responsible for obtaining all permits and licenses and other permission that may be required to conduct the activities Group plans to conduct at the Facility. Group shall provide copies of all such permits, licenses and permission to Hotel upon Hotel's request. Group shall abide by all rules and reasonable request of Hotel, including, but not limited to, limitation of noise volume levels. Group shall not misuse or abuse equipment or facilities. Group shall not affix any kind of adhesives, nails, pins or other such items to any part of the Facility without the prior approval of Hotel.

Default The following shall constitute events of default:

- (a.) The failure of at least 85% of the number of rooms in the Block, as to a default in the number of rooms used, to collect the difference between the lesser of (i.) the total unused rooms in the Hotel during the Stay of (ii.) 75% of the actual group for the difference between 85% of the Block and the actual number of rooms used.
- (b.) The failure to use the meeting rooms reserved as to meeting rooms that are reserved and not used, group shall be charged and published daily meeting room rate for each room each day.
- (c.) The Failure to require the number of meals indicted on the Banquet Event Orders submitted by Group and guaranteed by Group 72 hours prior to the Event to collect 85% of the charges for the services that were to be provided minus the Hotel's cost of such services.
- (d.) The failure to make payment when and as due hereunder
- (e.) The failure to abide any of the other terms of this Agreement

Khc Initials indicate "default" has been explained and is understood.

Cancellation The following shall constitute events of default:

- (f.) The cancellation of the booking of the Event after the Final Review Date
- (g.) As to cancellation of the Event after the Final Review Date to collect liquidated damages in the following amounts based on collection of the following items:

CANCELLATION	
Between 365 days and 90 days before the first day of Event	50% of Room Block charges as set forth on Schedule "A" and 50% of projected Food & Beverage revenue and fees as set forth on Schedule "B"
Between 90 days and 31 days before the first day of Event	75% of Room Block charges as set forth on Schedule "A" and 75% of projected Food & Beverage revenue and fees as set forth on Schedule "B"
Between 30 days and the first day of Event	100% of Room Block charges as set forth on Schedule "A" and 100% of projected Food & Beverage revenue and fees as set forth on Schedule "B"

Group acknowledges that Cancellation of this Agreement after the Final Review Date will cause damages to the Hotel that the Hotel will in all likelihood not be able to mitigate its damages, and that those damages will increase the closer the date of cancellation is to the first date of the Event. Group further acknowledges that it would be difficult, time consuming and burdensome for Hotel to calculate its actual damages resulting from cancellation and that the percentages set forth immediately above are reasonable estimates of the damages Hotel will incur if this Agreement is cancelled within the timeframes set forth above.

Khc Initials indicate "cancellation" has been explained and is understood.

Interest and Attorneys' Fees. In addition to any other damages that may be collected by Hotel, Group shall pay interest at the rate of 18% per annum on all sums past due when and as required hereunder. In addition, Group shall pay all costs of collection, including reasonable attorneys' fees that may be expended by Hotel to collect any sums payable by Group hereunder, whether such costs and fees are incurred before or after the initiation of a lawsuit or before or after the entry of judgment.

Remedies Cumulative. Except for the cancellation damages provided in Paragraph 14 above, all remedies of Hotel are cumulative and no election of one remedy shall preclude exercise of any other remedy.

Force Majeure. Both parties shall not be in breach of this Agreement for failing to perform if such failure is the result of circumstances beyond the reasonable control of both parties including, but not limited to, acts of God, governmental regulations, disaster, civil disorder, terrorism, outbreak of war, unavailability of supplies, disruption of utility service, strike or any like condition.

Notification of Tax Exempt Status. Group shall be recognized and billed as a tax exempt organization provided Hotel has been given Group's Wisconsin state sales tax exempt number within 24 hours before the first date of the block. Such exemption does not apply to the hotel occupancy tax nor to any individual member of the Group who pays for a room.

Due Authorization. Group represents and warrants to Hotel that the person signing this Agreement has been duly authorized by Group to bind the Group to this contract and that no further permissions or approvals are required for such person to execute this document in favor of Hotel.

Binding Effect. This Agreement is binding upon the parties hereto, their respective successors and assigns. Notwithstanding the foregoing, this Agreement may not be assigned by Group without the prior written consent of Hotel.

Severability. If any of the provisions of this Agreement are deemed to be illegal or unenforceable by a court or other legal tribunal in the proper exercise of its jurisdiction, the remaining provisions shall be unaffected and shall continue in full force and effect.

Governing Law. This Agreement is entered into and shall be construed in accordance with the laws of the State of Wisconsin.

Venue. Any dispute over the provisions of this Agreement or the performance hereof, including, but not limited to, any enforcement action, shall be exclusively venued in the Circuit Court for Brown County, Wisconsin. Group waives the right to remove any such proceeding to the Federal District Court.

Entire Agreement. This is the entire Agreement between the parties hereto. In entering into this Agreement, neither party is relying on any inducements, promises, terms or conditions which are not specifically set forth herein. This Agreement may be amended only a writing signed by both parties hereto, provided, however, that forms to be completed by Group shall be completed within the time set forth herein and shall become a part of this Agreement.

Effective Date. This Agreement shall be effective the date it is signed by Hotel and shall not be binding upon Hotel until such date.

IN WITNESS WHEREOF this Agreement has been executed to be effective the date of acceptance by Hotel.

Toastmasters - District 35:

Date: April 12, 2018 By: Keith H. Cumiskey
Its: District Director

RADISSON HOTEL & CONFERENCE CENTER GREEN BAY

Date: _____ By: _____
Its: _____

SIGNED CONTRACT DUE BY: Friday, April 27, 2018



Radisson Hotel & Conference
Center Green Bay
Owned & Operated by the Oneida Airport Hotel Corporation

BOOKING & SERVICES CONTRACT SCHEDULE A

ROOM BLOCK INFORMATION

COMPANY/GROUP INFO

ON-SITE DATE: Friday, May 10, 2019

COMPANY/GROUP NAME: Toastmasters - District 35
POST AS: Toastmasters - District 35 Spring Convention 2019
MAILING ADDRESS: _____
CITY / STATE / ZIP: _____
TELEPHONE NUMBER: 920-698-0656
FAX NUMBER: _____
CONTACT: Kris Pool
CONTACT TITLE: _____

ROOM BLOCK INFORMATION

	Fri 05/10	Sat 05/11
Single	45	45
Double	0	0

RATE INFORMATION

Room	Single Rate	Double Rate
Run of House	99	99

Room Tax:	15.5%	Porterage:	per bag	Commission:		Block Cut-off Date:	Friday, April 26, 2019
Additional Information:	1 complimentary room for every 40 picked up						
Reservation Method:	Reservations for the Event will be made by individual attendees directly with Hotel's reservation department (Call 800-333-3333 or the hotel direct at 920-494-7300). In order to receive the group rate, your attendees must ask for a room in the Toastmasters - District 35 room block.						

Toastmasters - District 35:

Date: April 12, 2018 By: Kurt H. Cunningham

RADISSON HOTEL & CONFERENCE CENTER GREEN BAY

Date: _____ By: _____

Sales Contact: Crystal Holtz
Direct Telephone: (920) 405-6437

SCHEDULE MUST BE RETURNED BY: Friday, April 27, 2018



Radisson Hotel & Conference
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BOOKING & SERVICES CONTRACT SCHEDULE B

MEETING ROOM REQUIREMENTS & SPECIAL SERVICES

COMPANY/GROUP INFO

ON-SITE DATE: Friday, May 10, 2019

COMPANY/GROUP NAME: Toastmasters - District 35
POST AS: Toastmasters - District 35 Spring Convention 2019
CONTACT: Kris Pool

MEETING & EVENT INFORMATION

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
5/10/2019	3:00 PM	7:30 AM	Exhibits-Booths	3 Clan's Prefunction	Exhibits - Booth	10	
5/10/2019	3:30 PM	7:30 PM	Registration	3 Clan's Prefunction	Registration		
5/10/2019	5:00 PM	6:30 PM	Dinner	Michigan	Rounds	25	
5/10/2019	6:00 PM	10:00 PM	Reception	Grand Council South	Registration	150	
5/11/2019	7:00 AM	8:00 AM	Breakfast	Grand Council South	Rounds	100	
5/11/2019	7:30 AM	8:15 AM	Not a meal	3 Clan's Prefunction	Exhibits - Booth		
5/11/2019	7:30 AM	2:00 PM	Registration	3 Clan's Prefunction	Registration		
5/11/2019	8:00 AM	9:15 AM	General Session	Wolf Room	Rounds	200	
5/11/2019	8:00 AM	3:00 PM	Breakout	Huron	Theater Style	75	
5/11/2019	8:00 AM	3:00 PM	Breakout	Ontario	Theater Style	75	
5/11/2019	8:00 AM	3:00 PM	Breakout	Michigan	Theater Style	75	
5/11/2019	10:00 AM	11:00 AM	Break	Wolf Room	Rounds	200	
5/11/2019	12:00 PM	1:30 PM	Lunch	Wolf Room	Rounds	200	
5/11/2019	2:00 PM	3:15 AM	Meeting	Grand Council Ballroom	Theater Style	125	
5/11/2019	2:00 PM	3:15 PM	Meeting	Iroquois South	Theater Style	75	
5/11/2019	3:00 PM	4:00 PM	Break	Wolf Room	Rounds	220	
5/11/2019	5:30 PM	6:00 PM	Reception	Bear Room	Cabaret Style	50	
5/11/2019	5:30 PM	11:30 PM	Dinner	Wolf Room	Rounds of 8	250	

SPECIAL NEEDS & SERVICES

Room rental waived if \$7000 F&B minimum is met
Hotel will honor pricing for Banquet events at menu pricing at time signed contract received

Toastmasters - District 35:

Date: April 12, 2018

By: Kent H Cunningham

RADISSON HOTEL & CONFERENCE CENTER GREEN BAY

Date: _____

By: _____

Catering Contact: Crystal Holtz
Direct Telephone: (920) 405-6437

SCHEDULE MUST BE RETURNED BY: Friday, April 27, 2018



Proud partners with the
Green Bay Packers

2040 Airport Drive • Green Bay, WI 54313
Website & Video/Virtual Tour: www.radisson.com/greenbaywi

